



REVISED AGENDA¹

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, November 1, 2017, at 6:30 p.m.

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

CALL TO ORDER: Mayor Michael A. Cacciotti

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

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY

(Time limit is three minutes per person)

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

CLOSED SESSION AGENDA ITEMS

A. Initiation of Litigation

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

Number of Cases: 1

¹ Previous Item C “Anticipated Litigation – 1 Case” has been deleted from the agenda and has been replaced with new Item C “Conference with Real Property Negotiators.”

B. 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)

C. Conference with Real Property Negotiators

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

Properties: 221 San Pascual Avenue, South Pasadena, CA 91030 (APN Nos. 5716-021-270; 5716-021-271; 5716-021-903; 5716-021-904)

Agency Negotiators: Interim City Manager Elaine Aguilar; City Attorney Teresa L. Highsmith

Negotiating Party:
1. Paddock Riding Club
2. All Equestrian Services, LLC
3. San Pascual Stables, LLC
4. Dark Horse White Knight, Inc.
5. Double Crown, LLC

Under Negotiation: Lease Agreement

D. Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Higginson v. Becerra, et al., U.S. District Court Case No. 17CV2032 WQHJLB

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.
10/26/2017
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, November 1, 2017, at 7:30 p.m.

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

CALL TO ORDER: Mayor Michael A. Cacciotti

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

INVOCATION: Councilmember Joe
**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: Girl Scout Troop 4661

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. Status Update Regarding the Metro Gold Line Extension Construction Authority**
- 4. Presentation of the Fiscal Year 2016-17 Annual Report of the Planning Commission**
- 5. Presentation of the Fiscal Year 2016-17 Annual Report of the Public Safety Commission**

COMMISSION APPOINTMENT

6. Commission Appointment

Recommendation

Appoint Madeleine Wong to the Natural Resources and Environmental Commission as a Youth Non-Voting Member for a full one-year school term until June 30, 2018.

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. Correction to the Minutes of the September 6, 2017 City Council Meeting

Recommendation

Approve a correction to the Minutes of the September 6, 2017 City Council Meeting.

11. Minutes of the City Council Meeting of October 18, 2017

Recommendation

Approve the minutes of the October 18, 2017 City Council Meeting.

12. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 200366 through 200421 in the amount of \$393,176.36; General City Warrants Nos. 200422 through 200564 in the amount of \$757,394.48; Payroll dated October 20, 2017, in the amount of \$761,656.30.

13. Second Reading and Adoption of an Ordinance Amending Section 19.55-3 of the South Pasadena Municipal Code to Allow for Overnight Parking at the Mission-Meridian Village Parking Garage

Recommendation

Adopt an ordinance entitled “An Ordinance of the City of South Pasadena, California, amending Section 19.55-3 of the South Pasadena Municipal Code to allow for overnight parking at the Mission-Meridian Village Parking Garage.”

14. Award of Contract to Stantec Consulting Services, Inc. to Perform the Professional Engineering Services for the Wilson Well Head Treatment Project

Recommendation

1. Accept a proposal dated August 29, 2017, from Stantec Consulting Services, Inc, to perform the professional engineering services for the Wilson Well Head Treatment Project and authorize the City Manager to execute an agreement with Stantec Consulting Services, Inc., for a not-to-exceed amount of \$82,792.
2. Reject all other proposals received.
3. Approve an appropriation in the amount of \$82,792 from the Water Division Operations reserves and authorize the Finance Director to transfer the funds to the Project Account.

15. Award of Construction Contract to Sully-Miller Contracting Co. for the Garfield Avenue Improvement Project

Recommendation

1. Accept a bid dated September 5, 2017, from Sully-Miller Co. for the construction of the Garfield Avenue Street Improvement Project and authorize the City Manager to enter into a contract with Sully-Miller Co. for an amount not-to-exceed \$1,219,200;
2. Reject all other bids received.
3. Approve an appropriation in the amount of \$920,000 from the Water Division Operation Reserve fund and direct the Finance Director to transfer funds to the Project account.

16. Award of Contract to Ninyo & Moore for Geotechnical and Material Testing Services for the Garfield Avenue Street Improvement Project

Recommendation

1. Accept a proposal dated August 23, 2017, from Ninyo & Moore for geotechnical services for the Garfield Avenue Street Improvement Project.
2. Authorize the City Manager to execute an agreement with Ninyo & Moore for a not-to-exceed amount of \$5,992.
3. Reject all other proposals received.

17. Award of Contract to RKA Consulting Group for Inspection and Construction Management Services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Project

Recommendation

1. Accept a proposal dated August 22, 2017, from RKA Consulting Group for inspection and construction management services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects.
2. Authorize the City Manager to execute an agreement with RKA Consulting Group for a not-to-exceed amount of \$160,150.
3. Reject all other proposals received.

18. Award of Contract to Control Automation Design, Inc., for Water Division SCADA System Maintenance Services

Recommendation

1. Accept a proposal dated August 10, 2017, from Control Automation Design, Inc., for maintenance services of the Water Division Supervisory Control and Data Acquisition System.
2. Authorize the City Manager to execute an agreement with Control Automation Design, Inc., for a not-to-exceed amount of \$10,000 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.

19. Authorization to Issue a Payment to Shenkman & Hughes PC, Pursuant to California Elections Code Section 10010

Recommendation

Authorize a payment in the amount of \$30,000 to Shenkman & Hughes PC, as required under the California Elections Code Section 10010, under protest, and authorize City Council signatures on the letter of protest.

PUBLIC HEARING

20. Conduct a Public Hearing on the Proposed Water and Sewer Rates and Adopt Resolutions Establishing New Water and Sewer Rates

Recommendation

1. If no majority protest exists:
 - a. Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, establishing water rates pursuant to Section 35.3, 35.4, and 35.5 of Chapter 35 of the South Pasadena Municipal Code.”
 - b. Adopt a resolution entitled “A Resolution of the City Council of the City of South Pasadena, California, establishing sewer rates pursuant to Section 30.10(b) of the South Pasadena Municipal Code.”
2. If a majority protest exists, discuss and direct staff on how to proceed with the next steps.

ACTION/DISCUSSION

21. Authorization to Enter into Negotiations with San Pascual Stables, LLC, for the Lease and Operation of the San Pascual Stables

Recommendation

Authorize City staff to enter into negotiations with San Pascual Stables, LLC, for the lease and operation of the San Pascual Stables.

22. Appointment to the San Gabriel Valley Mosquito and Vector Control District

Recommendation

Appoint a City Councilmember to serve as the City’s representative to the San Gabriel Valley Mosquito and Vector Control District Board of Trustees effective January 1, 2017, for a two-year term.

23. Discussion, Direction, and Approval Regarding the Funding for the Design of Two Pocket Parks Located at 2006 Berkshire Avenue and 1107 Grevelia Street

Recommendation

Approve the solicitation of proposals for an architect for the design of the two pocket parks located at 2006 Berkshire Avenue and 1107 Grevelia Street and the use of Park Impact Fee for the design.

24. Direction Regarding an Appropriate Memorial for Former Councilmember David Margrave

Recommendation

Provide direction regarding an appropriate memorial for former Councilmember David Margrave.

25. Approval of South Pasadena Chamber of Commerce Request for One-Time Allocation of Business Improvement Tax Funds in the Amount of \$25,000 for Holiday Decorations

Recommendation

Approve a request from the South Pasadena Chamber of Commerce for a one-time allocation in the amount of \$25,000 of Business Improvement Tax funds to enhance seasonal decorations along business corridors.

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

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

November 8, 2017	Special City Council Meeting	Council Chamber	7:00 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

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

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS




The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Hearing assistive devices are available in the Council Chamber. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

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

10/26/2017

Date


Desiree Jimenez, CMC
Deputy City Clerk

City of South Pasadena

Date: November 1, 2017
To: Honorable Mayor and Members of the Council
From: Steven Dahl, Chair, Planning Commission *SDH*
Re: **Fiscal Year 2016-17 Annual Report of Planning Commission**

Summary of Fiscal Year (FY) 2016-2017 Agenda Items Considered:

Between July 1, 2016 and June 30, 2017, the Planning Commission (Commission) considered and took action on the following land use entitlement matters:

Type of Action	FY 2016-2017	FY 2015-2016	FY 2014-2015	FY 2013-2014
Conditional Use Permits & Mods	4	9	16	8
Variance Requests	1	1	2	3
Hillside Development Permits	7	13	13	6
CEQA Actions	14	12	9	6
Requests for Time Extensions	4	3	1	1
General Plan Amendments	0	0	0	1
Zoning Map Changes	2	0	0	0
Zoning Code Amendments	2	3	2	7
Subdivisions	0	1	3	1
Design Review	7	14	13	8
Appeals/Call for Review	2	1	1	0
Other	2	3	5	1
Totals	45	60	65	42

Planning Commission Accomplishments

Development review slowed compared to the previous FY. While the majority of items were residential in nature, new businesses that were approved included a crossfit studio on Mission and Fairview in the old Orowheat building; an art studio in the historic Smith & Williams building at 1414 Fair Oaks, and a yoga studio on Pasadena Avenue.

The Commission reviewed two Zoning Code amendments that were recommended for adoption by the City Council. These amendments included revising regulations for non-medical marijuana and revised regulations for Accessory Dwelling Units (ADUs), both as a response to new state laws. The Planning Commission also reviewed and recommended two Zoning Map Changes on Berkshire and Grevelia to facilitate the City's acquisition of these two parcels for pocket parks.

The Planning Commission has kept very busy with participation in the General Plan/Downtown Specific Plan Update. Commissioner Tom has been participating in the Advisory Committee, the CORE Group, and the Creative Community focus groups; Commissioner Koldus is a member of the CORE Group and the Advisory Group, but has attended all other focus group meetings as well; Commissioner Braun is participating in the Active Community focus group; Commissioner Morrish is

a member of the Natural Community group and has attended other focus group meetings; and Chair Dahl is participating in our Prosperous Community focus group. A special shout-out should go to Commissioner Koldus, who distributed survey in her own time and also assisted staff with distributing surveys at the Farmer's Market and the 626 event.

Commission Membership

The membership of the Commission included, at the beginning of the fiscal year, Commissioners Steven Dahl, Evan Davis, Richard Tom, Kristin Morrish and Kelly Koldus. Commissioner Davis stepped down in September, 2016, and the Commission welcomed Janet Braun the next month.

Staff

City of South Pasadena staff has performed with professionalism and its support is greatly appreciated and respected. The Planning Commission was ably supported by Planning & Building Director David Watkins, Senior Planner John Mayer, Assistant Planner Edwar Sissi, and Professional Planning Interns Jose Villegas and Ivan Guray. The Commission bade farewell to Assistant Planner Knarik Vizcarra, who was replaced by Edwar, and also to long-time Senior Planner John Mayer. Recruitment for a new Senior Planner is now underway.

Anticipated Activities for FY 2017-2018

The FY 2017-18 is shaping up as a critically busy year for the Planning Commission as the City with the update of the General Plan and the Downtown Specific Plan. The update is currently on schedule, and anticipates that by the end of the FY 2017-2018 the project will be 90% complete, with final adoption scheduled in October, 2018. In addition, the Commission anticipates a Conditional Use Permit application for the Rialto sometime this fiscal year, and possibly an application for the complete redevelopment of the Pavilions market. The Commission also anticipates reviewing a proposed mixed-use project at 1105-1115 Mission, the "Mission Bell" project, which includes the Orowheat building, a Mexican restaurant, and adaptive reuse of an historic building where Amy's Playground is located.

The Planning Commission credits the successful working relationships with the City Council, fellow Commissions, the Chamber of Commerce, community groups and residents, with the ability to facilitate improvements in the quality of life in the City of South Pasadena.

Date: November 1, 2017
To: Honorable Mayor and Members of the Council
From: Ellen Daigle, Chair, Public Safety Commission
Re: **Fiscal Year (FY) 2016-17 Annual Report of Public Safety Commission**

- In Fiscal Year (FY) 2016-17, the Public Safety Commission (PSC) welcomed two new Commissioners: Jeremy Ding and Grace Kung.
- **IMMIGRATION POLICY:** On June 21, 2017, a special meeting of the PSC was held for the community to voice their concerns on immigration-related issues and for PSC to review and make any recommendations to the South Pasadena Police Department on Policy 415. Revisions have been made and are now Police Department policy.
- **CONVALESCENT HOSPITAL:** Police Chief Miller provided an update regarding the South Pasadena Convalescent Hospital (Hospital), noting the center has been recertified in part. The Hospital is awaiting certification from the Department of Health and Human Services, Center for Medicare and Medicaid Services. Police officers continue make unscheduled visits to the Hospital.
- **PARKING ENFORCEMENT:** The PSC was in unanimous support of in-house parking enforcement and under the new plan, broader and more efficient parking enforcement will take place.
- **NEIGHBORHOOD WATCH & MAP YOUR NEIGHBORHOOD (MYN):** The PSC supported the Neighborhood Watch, and MYN programs by promoting trainings and recruitment efforts. The Neighborhood Watch program focuses on crime reduction by increasing civilian policing, while the MYN program's focus is to create a plan of action based on the needs and strengths of each neighborhood team.
- **HOPE PROGRAM AND HOMELESS ISSUES:** A staff report on Homelessness was presented to the PSC and City Council. Sergeant Shannon Robledo is in charge of HOPE program and has created positive relationships with our homeless population.
- **STAFFING ISSUES:** The PSC, the Police Department, and the Fire Department have continued the discussion related to staffing issues. In FY 2016-17, the City Council disbanded the Tri-City Fire Agreement and entered into a Two-City Agreement between the Cities of San Marino and South Pasadena for the cost sharing of one Division Chief. It is important to note that staffing levels were a top priority at time of the Two-City Agreement. Since entering into new agreement, the Fire Department has appointed a new Fire Chief, promoted two Division Chiefs, promoted two Captains, promoted one Engineer, and hired four lateral Firefighter/Paramedics. The goal is to be fully staffed by January 2018.

- **CAMERAS:** The PSC was in unanimous support of entering into a five- year contract with Axon to purchase body worn cameras for Police Officers.
- **GENERAL PLAN AND MISSION STREET SPECIFIC PLAN:** The PSC representative attended related meetings and reported back to the PSC.
- **PUBLIC SAFETY FAIR:** Sponsored by the Police and Fire Departments, this event provides our community with an opportunity to learn and meet our Police and Fire personnel. This year, there were CERT, Neighborhood Watch, and a PSC tables set up for public outreach.
- **PSC ATTENDANCE AT CITY EVENTS:** The PSC attended the Police Department's Reserve Program Ceremony which celebrated 75 years of volunteer service and over 500,000 hours of service. The program is the second oldest reserve organization in California. The PSC also attend the Police Dispatch Ribbon Cutting Ceremony which displayed an update and remodel using grant funding.
- **SCHOOL SAFETY:** The PSC received an update on school lockdowns from Police Chief Collaboration between the Police Department, High School, and School District is continuing to ensure a safe environment. It is important to note that the School Resource Officer spends 50% of his time at schools, especially high school, and the K9 Officer comes to the school one time per week.
- **MISSING PERSONS INVESTIGATION:** Sadly, in April 2017, the Police Department conducted a missing persons investigation involving the disappearance of a young child Aramzd Andressian Jr. The Police Department coordinated efforts of several law enforcement agencies in Los Angeles, Ventura, and Santa Barbara counties, consisting of 265 law enforcement personnel, to search for the missing boy. It was only after murder charges against the young boy's father that he confessed to the murder. Allied resources from surrounding cities coming in and assisting each other ultimately brought the suspect to justice.
- **POLICE DEPARTMENT HIGHLIGHTS:** training on Tactical medicine to over 250 officers in the region, introduction of a new digital bracelet where useful and critical medical information can immediately be retrieved by first responders. Police Chief Miller commended the South Pasadena Police Officer's Association for the purchase of 30 bracelets that will be distributed by the South Pasadena Senior Center.
- **FIRE DEPARTMENT HIGHLIGHTS -** Conducted two CERT Refresher training sessions, conducted a Drill for CERT graduates, and conducted two basic training sessions (Approximately 100 additional citizens added to the total citizens trained since starting the program in 2014). Public education/fire prevention activities include approximately 25 fire station tours and fire prevention school visits/presentations. The Fire Department has assisted with California wildfires. Most recently, the Fire Department sent an Engine Company to fires in the Anaheim Hills and in Napa. The Firefighters Association supports/donates to the Annual Spark of Love Toy Drive, Annual Burn Quest providing funds for burn survivors in Southern California, and South Pasadena Little League. The Firefighters Association hosts six "Dinner's at the Fire Station" to raise funds for several local charities.



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

Memo

Date: November 1, 2017
To: The Honorable City Council
From: Mayor Michael A. Cacciotti *As for MAC*
Re: Appoint a Non-Voting Youth Member to the
Natural Resources and Environmental Commission

With the City Council concurrence at the November 1, 2017 City Council Meeting, I propose to appoint the following to a full term ending June 30, 2018:

- **Madeleine Wong to the Natural Resources and Environmental Commission as the Non-Voting Youth Member**

The application is on file at the City Clerk's Office, at City Hall, 2nd floor, 1414 Mission Street, South Pasadena, CA 91030.

Thank you.



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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager 
FROM: Anthony J. Mejia, Chief City Clerk 
SUBJECT: **Correction to the Minutes of the September 6, 2017 City Council Meeting**

Recommendation

It is recommended that the City Council approve a correction to the Minutes of the September 6, 2017 City Council Meeting.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The Minutes of the September 6, 2017 City Council Meeting inadvertently contained an omission during City Council Communications related to the Monterey Road lane reconfiguration project. The following verbiage is proposed to be added:

“Following discussion, City Manager Aguilar suggested that the City Council agendaize a general discussion regarding the appropriate timing to make a final determination regarding the Monterey Road lane reconfiguration. By consensus, the City Council agreed.”

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 - Excerpt of the Minutes of the September 6, 2017 City Council Meeting

Councilmember Mahmud reported on her attendance at regional meetings regarding local water resources and storm water compliance; advised that the South Pasadena Chamber of Commerce is discussing the possibility of developing a bicycle friendly business district; spoke on the Public Safety Commission’s community forum regarding immigration policies.

Mayor Pro Tem Schneider requested that the City Council agenda discussion of the Monterey Road lane reconfiguration, seconded by Councilmember Mahmud. In response to City Council inquiries, Planning and Building Director Watkins advised that the General Plan’s Circulation Element will include a Complete Streets Policy. Public Works Director Toor provided an update regarding the next phase of Monterey Road street improvements. Councilmembers Khubesrian and Mahmud suggested that discussion of Monterey Road’s reconfiguration should wait until development of an overarching Complete Streets Policy. Councilmember Mahmud withdrew her second.

Following discussion, City Manager Aguilar suggested that the City Council agenda a general discussion regarding the appropriate timing to make a final determination regarding the Monterey Road lane reconfiguration. By consensus, the City Council agreed.

Councilmember Joe noted that Congresswoman Judy Chu held a community forum at the Senior Center to discuss the future of the Affordable Care Act.

Councilmember Khubesrian reported on her attendance at regional meetings, City Commission meetings, and community events; noted that the City is looking to develop a list of priority transportation projects and encouraged City staff to work with the City of Pasadena.

Mayor Cacciotti requested that the City Council agenda consideration of allocating \$300 of his discretionary fund towards Timothy Okitsu’s Eagle Scout Project to install an interpretive sign at the entrance of the Nature Park; suggested that City staff consider the possibility of relocating the City’s Maintenance Yard to the vacant lot at Arroyo Seco Park near the batting cages.

9. City Manager Communications

City Manager Aguilar announced current vacancies for Boards and Commissions; invited the community to attend the Clean Air Car Show & Green Living Expo on September 10, 2017, Community Forum on By-District Elections on September 16, 2017, and Police and Fire Departments Open House and Cruz’n for South Pasadena Tournament of Roses Hot Rod & Classic Car Show on September 17, 2017.

10. Reordering of and Additions to the Agenda

None.

PUBLIC COMMENTS

Monica Kelly, South Pasadena resident, requested that the City lay mulch at the Nature Park to help prevent weed and reduce ash dust.

Public Works Director Toor advised that City staff will try to accommodate the request to place mulch at the Nature Park by November 2017.



Wednesday, October 18, 2017
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Wednesday, October 18, 2017, at 7:40 p.m., in the Amedee O. “Dick” Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

Present: Councilmembers Joe, Khubesrian, and Mahmud; Mayor Pro Tem Schneider; and Mayor Cacciotti.

Absent: None.

City Staff

Present: Elaine Aguilar, Interim City Manager; Teresa L. Highsmith, City Attorney; and Anthony J. Mejia, Chief City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

INVOCATION

Councilmember Khubesrian gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Khubesrian led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS

1. Closed Session Announcements

The Regular Closed Session of the City Council of October 18, 2017, was called to order by Mayor Pro Tem Schneider at 6:00 p.m.

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

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

Number of Cases: 1

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Green v. City of South Pasadena et al., Los Angeles County Superior Court Case No. BC572438

- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Higginson v. Becerra, et al., U.S. District Court Case No. 17CV2032 WQHJLB

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

Number of Anticipated Cases: 1

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

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

Agency Negotiators: Interim City Manager Elaine Aguilar; and City Attorney Teresa L. Highsmith

Negotiating Party: Citizens Business Bank

Under Negotiation: Price and Terms

- F. 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 Organizations: Firefighters’ Association (FFA)

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

PRESENTATIONS**2. Presentation of a Certificate of Recognition to Carrie Adrian in Celebration of Her 75th Birthday and for 17 Years of Service on the South Pasadena Finance Commission**

Mayor Cacciotti presented a Certificate of Recognition to Carrie Adrian in celebration of her 75th Birthday and for 17 years of service on the South Pasadena Finance Commission.

3. Presentation of the Fiscal Year 2016-17 Annual Report of the Animal Commission

Erin Fleming, Chair of the Animal Commission, provided the Fiscal Year 2016-17 Animal Commission Annual Report.

The City Council suggested that the Animal Commission assist with efforts to inform residents regarding how to deal with coyotes.

4. Presentation of the Fiscal Year 2016-17 Annual Report of the Natural Resources and Environmental Commission

William Kelly, Chair of the Natural Resources and Environmental Commission (NREC), provided the Fiscal Year 2016-17 NREC Annual Report.

Councilmember Joe requested that the NREC evaluate the Tree Preservation Ordinance to evaluate streamlining the development review process, seconded by Mayor Pro Tem Schneider.

5. Presentation of the Fiscal Year 2016-17 Annual Report of the Parks and Recreation Commission

David Beadle, Chair of the Parks and Recreation Commission (PRC), provided the Fiscal Year 2016-17 PRC Annual Report.

COMMUNICATIONS**6. Councilmembers Communications**

Councilmember Khubesrian announced that the South Coast Air Quality Management District named the City as a model community in recognition of maintaining its parks with emissions free equipment.

Councilmember Joe spoke on the success of the Community Emergency Response Team (CERT) program and expressed gratitude to the Fire Department for their efforts.

Councilmember Mahmud commended Laurie Wheeler, Executive Director of the South Pasadena Chamber of Commerce, for being named a Woman Achiever; advised that the Library Board of Trustees will move forward with a Library Foundation; summarized the activities of the Los Angeles Community Choice Energy Authority; encouraged residents to participate in the upcoming Arts Crawl, Oktoberfest, and Vecinos de South Pasadena events.

Mayor Cacciotti invited residents to participate in a tour of the Garfield Reservoir and other water facilities on October 21, 2017; noted that some restaurants continue to utilize polystyrene food containers, pointing out that the City's prohibition will soon take effect and will be enforced; requested that the Planning Commission consider a linkage fee for affordable housing modeled from the City of Los Angeles ordinance, seconded by Mayor Pro Tem Schneider; requested that the City Council agendaize a status update regarding the City's disaster preparedness, seconded by Councilmember Khubesian.

Councilmember Mahmud noted that the City Council previously directed staff to explore an inclusionary housing ordinance. In response to City Council inquiry, Planning and Building Director Watkins advised that staff will explore affordable housing fee programs once the General Plan update has concluded.

7. City Manager Communications

Public Works Director Toor encouraged residents to attend the Garfield Reservoir Open House & Water Facility Tour, Halloween Spooktacular, and November 21, 2017 Special City Council Meeting regarding the State Route 710 North Extension: Measure R Project List.

8. Merchant Minute

Mayor Cacciotti introduced Craig Watson, of Arroyo Outdoor, who invited the community to visit his business, noting that his store specializes in landscape products, outdoor furniture, and lighting.

9. Reordering of and Additions to the Agenda

The City Council agreed to consider Item Nos. 18 and 19 prior to Item Nos. 16 and 17.

PUBLIC COMMENTS

Kim Hughes, South Pasadena resident, encouraged residents to support the water rate increase, noting that the local aquifer is at historic low levels and there is a need to purchase supplemental water to recharge the aquifer; pointed out that aquifers in the San Diego region were over-utilized and collapsed.

James Thompson, South Pasadena resident, voiced concern regarding pedestrian safety when crossing Mission Street, between Forest Avenue and Indiana Avenue; suggested that traffic calming devices or crosswalks be installed in the subject area.

Mayor Cacciotti requested that the City staff evaluate Mr. Thompson's suggestions and consider increasing police patrols in the area. Councilmember Joe requested that staff evaluate the intersection of Mission Street and Arroyo Drive, noting that the center line stop sign has needed to be replaced several times.

CONSENT CALENDAR

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the Consent Calendar Item Nos. 10-13, with Item No. 14 pulled for separate discussion.

10. Minutes of the City Council Meetings of October 4, 2017

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the minutes of the October 4, 2017 City Council Meeting.

11. Prepaid Warrants, General City Warrants, and Payroll

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to approve the City of South Pasadena Prepaid Warrants Nos. 200124 through 200208 in the amount of \$338,975.68; General City Warrants Nos. 200209 through 200365 in the amount of \$375,982.52; Payroll dated October 6, 2017, in the amount of \$589,943.96. Seated as the Successor Agency to the Community Redevelopment Agency, approve Prepaid Warrants in the amount of \$35,745.88.

12. Monthly Investment Reports for August 2017

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

13. Second Reading and Adoption of an Ordinance Relating to Procedures Concerning Sensitive Information and the Enforcement of Federal Immigration Law

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to adopt Ordinance No. 2319 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."

ITEMS REMOVED FROM THE CONSENT CALENDAR FOR DISCUSSION**14. Award of Construction Contract to E.C. Construction Co. for the Construction of the El Centro Street Improvement Project**

In response to City Council inquiry, Public Works Director Toor advised that the proposed contract does not include construction management and a separate contract will be presented for the City Council's consideration.

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

1. Accept a bid dated October 3, 2017, from E.C. Construction Co. for the construction of the El Centro Street Improvement Project.
2. Authorize the City Manager to enter into a contract with E.C. Construction Co. for an amount not-to-exceed \$774,527.
3. Reject all other bids received.

PUBLIC HEARING**15. Public Hearing and Adoption of a Resolution Amending Master Schedule of Fees for the Community Services Department for Fiscal Year 2017-18**

Community Services Director presented the staff report and responded to City Council inquiries.

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

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER KHUBESRIAN, CARRIED 5-0, to adopt Resolution No. 7534 entitled "A Resolution of the City Council of the City of South Pasadena, California, amending the master schedule of fees for the Community Services Department for Fiscal Year 2017-18."

ACTION/DISCUSSION**16. Discussion of Services Provided by the Housing Rights Center**

Assistant to the City Manager Demirjian introduced Chancela Al-Mansour, Executive Director of the Housing Rights Center (HRC), who reviewed the services provided to South Pasadena residents during Fiscal Year 2016-17.

In response to City Council inquiry, Ms. Al-Mansour reviewed the services provided under the Los Angeles County contract and those services provided under the City's contract. Councilmember Mahmud requested that future annual reports differentiate between the services provided under each contract.

Mayor Cacciotti opened the Public Comment period.

John Srebalus, South Pasadena resident, voiced support for additional outreach and educational events to ensure low income residents are aware of their housing rights; opined that the City Council should separately address the need for rent control, noting that some landlords may retaliate against tenants through rent increases.

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

In response to City Council inquiry, Ms. Al-Mansour advised that there are some apartments in South Pasadena which are in substandard condition and that the HRC will work with the City's Code Enforcement Division to address the situation; advised that the HRC anticipates increasing the number of classes offered to tenants and landlords over the next year.

Councilmember Khubesrian noted that the City Council considered the possibility of enacting rent control and instead determined to offer enhanced services through the HRC.

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

1. Receive and file a final program report from the Housing Rights Center for the Fiscal Year 2016-17 Fair Housing Program.
2. Consider a proposal from the HRC for the FY 2017-18 Fair Housing Program.

17. First Reading and Introduction of an Ordinance to Amend Section 19.55-3 of the South Pasadena Municipal Code to Allow for Overnight Parking at the Mission-Meridian Village Parking Garage and Approval of a Lease Agreement with the Los Angeles County Department of Public Works

Principal Management Analyst Lin presented the staff report and responded to City Council inquiries.

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

In response to City Council inquiry, Shawntelle Phillips and Katie Mac, representing the Los Angeles County Department of Public Works, advised that approximately 1,800 employees work in the Alhambra office. The City Council commended the Los Angeles County Department of Public Works for offering a shuttle service to their employees, pointing out that it will reduce traffic impacts on Fremont Avenue.

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

1. Introduce an ordinance entitled “An Ordinance of the City of South Pasadena, California, amending Section 19.55-3 of the South Pasadena Municipal Code to allow for overnight parking at the Mission-Meridian Village Parking Garage.”
2. Authorize the City Manager to execute the lease agreement to allow the Los Angeles County Department of Public Works to park their shuttle vans overnight in the MMV Parking Garage.

18. Receive and File Monterey Road Configuration Project from Pasadena Avenue to Fair Oaks Avenue

Public Works Director Toor and Planning and Building Director Watkins presented the staff report. In response to City Council inquires, Director Watkins advised that the City’s consultant, Nelson\Nygaard, can evaluate the application of the Complete Streets Policy on Monterey Road to develop a baseline level of impacts on traffic circulation.

Mayor Cacciotti opened the Public Comment period.

Kim Hughes, South Pasadena resident, representing the Public Works Commission (PWC), noted that PWC previously considered a “road diet” for Monterey Road and voted against the proposal; pointed out the importance of ensuring traffic remains on major thoroughfares rather than residential streets.

Ron Rosen, South Pasadena resident, voiced opposition to the City Council filing the staff report, asserting that it contains omissions and misinformation; pointed out that the PWC voted against a “road diet” for Monterey Road and the a citizen’s committee was a split vote.

Gayle Glauz, South Pasadena resident, voiced opposition to a “road diet” for Monterey Road, noting that traffic would likely be diverted to residential streets.

Andy Au, South Pasadena resident, opined that Monterey Road should have a “road diet” to accommodate bicycle lanes; suggested that a compromise would be the installation of bicycle sharrows.

Wes Reutimann, South Pasadena resident, distributed a report from the Federal Highway Administration regarding roadway reconfigurations; advised that “road diets” have been proven to improve traffic circulation and enhance pedestrian safety.

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

Following discussion, the City Council directed staff to confirm with Nelson Nygaard whether the application of the Complete Streets Policy on Monterey Road will be evaluated as part of the Environmental Impact Report for the General Plan. If not, the City Council directed staff to return to the City Council with additional options.

MOTION BY COUNCILMEMBER JOE, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to table this matter.

19. Adoption of a Resolution Modifying the Two Hour Parking Restriction to Four Hours Every Day at the City Owned Parking Lot Located at Hope Street and Mound Avenue

Principal Management Analyst Lin presented the staff report and responded to City Council inquiries.

Mayor Cacciotti opened the Public Comment period.

Ellen Daigle, South Pasadena business owner, voiced support for the proposed amendment; noted that the additional two hours will allow patrons to explore other businesses in the area.

Camille DePedrimi, South Pasadena business owner, expressed support for the amendment, stating that customers will often realize while shopping that they must move their vehicles and leave.

Ellen Main, South Pasadena business owner, advised that she has received several parking tickets despite there being many extra parking spaces; expressed support for the modification.

Kelly Kidd, South Pasadena business owner, conveyed support for the modification, asserting that parking enforcement causes ill will between customers, businesses, and the City.

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

Councilmember Mahmud noted that the parking lot is intended to boost commerce rather than provide parking for employees; suggested that the City Council receive a status report regarding parking utilization rates in six months.

In response to City Council inquiry, Mr. Kidd expressed support for no hourly restrictions during weekends.

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

1. Adopt Resolution No. 7535 entitled "A Resolution of the City Council of the City of South Pasadena, California, establishing a four hour parking restriction, from 6:00 a.m. to 6:00 p.m., every day, at the City owned parking lot located at the corner of Hope Street and Mound Avenue," with the modification to allow for no hourly restrictions during the weekends.
2. Direct staff to provide a six-month update regarding parking utilization at the subject parking lot.

ADJOURNMENT

Mayor Cacciotti adjourned the City Council Meeting at 10:47 p.m.

Evelyn G. Zneimer
City Clerk

Michael A. Cacciotti
Mayor

Minutes approved by the South Pasadena City Council on November 1, 2017.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager *EA*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$393,176.36
General City Warrants in the Amount of \$757,394.48 and Payroll
in the Amount of \$761,656.30**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 200366 – 200421 \$ 393,176.36

General City Warrants:

Warrant # 200422 – 200564 \$ 757,394.48

Payroll 10-20-17 \$ 761,656.30

RSA:

Prepaid Warrants \$

General City Warrants \$

Total \$ 1,912,227.14

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.

APPROVED *12*

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 10-20-17
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 11.01.17 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	54,199.73	296,521.44	277,892.26
Insurance Fund	103			
Street Improvement Program	104		420.00	
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205		4,944.72	7,840.27
Local Transit Return "C"	207	509.85	23,724.43	6,600.47
Sewer Fund	210	32.42	21.52	13,749.19
CTC Traffic Improvement	211			
Street Lighting Fund	215	13,249.75	14,226.95	7,131.42
Public,Education & Govt Fund	217			
Clean Air Act Fund	218		49,400.00	
Business Improvement Tax	220	1,550.00		
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	108.98	5,662.05	16,278.44
County Park Bond Fund	232		945.22	
Measure R	233			
MSRC Grant Fund	238		29,786.91	
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260		4,568.74	
Asset Forfeiture	270			
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277		12,377.50	
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		293,316.29	132.66
Water Fund	500	306,090.10	21,478.71	60,896.13
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	17,435.53		371,135.46
Wire Transfer - Various Funds				
Column Totals		393,176.36	757,394.48	761,656.30
City Report Totals			1,912,227.14	

Recap by fund

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	-
Column Totals		-	-	-
RSA Report Totals				-
		393,176.36	757,394.48	761,656.30
Grand Report Total			1,912,227.14	

Michael A. Cacciotti, Mayor

David Batt, Finance Director

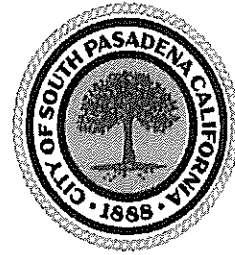
Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Check Detail

User: mfestejo
 Printed: 10/25/2017 - 3:15PM



Check Number	Check Date		Amount
AHWY2501 - Aleshire & Wynder LLP Line Item Account			
200366	10/12/2017		
Inv	43616		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	Holy Family Church Specific Plan Svcs 8/17	101-2010-2501-8160-000	400.00
Inv 43616 Total			400.00
200366 Total:			400.00
AHWY2501 - Aleshire & Wynder LLP Total:			400.00
AME0229 - Ameritas Line Item Account			
200382	10/19/2017		
Inv	P/R/E 10/15/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Vision Ins. Nov-17	700-0000-0000-2268-000	3,453.32
Inv P/R/E 10/15/17 Total			3,453.32
200382 Total:			3,453.32
AME0229 - Ameritas Total:			3,453.32
ATCN9011 - AT & T Line Item Account			
200367	10/12/2017		
Inv	000010289082		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	9391036942 8/27/9/26/17	101-2010-2032-8150-000	317.30
Inv 000010289082 Total			317.30
Inv	000010289083		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	9391036943 8/27/9/26/17	101-2010-2032-8150-000	317.67
Inv 000010289083 Total			317.67
200367 Total:			634.97

TCN9011 - AT & T Total: 634.97

AT&T5011 - AT&T Line Item Account

200368 10/12/2017

Inv 248 134-6100

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	6100 210 5 10/1-31/17	101-2010-2032-8150-000	105.17

Inv 248 134-6100 Total 105.17

200368 Total: 105.17

200389 10/19/2017

Inv 065 081-5011

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
04/19/2017	4/19/17	101-2010-2032-8150-000	146.13

Inv 065 081-5011 Total 146.13

200389 Total: 146.13

AT&T5011 - AT&T Total: 251.30

CIN4011 - AT&T --Cingular Wireless Line Item Account

200369 10/12/2017

Inv 287258938988x09

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2017	PW Cell Phones 8/20-9/19/17	210-6010-6501-8020-000	32.42
09/19/2017	PW Cell Phones 8/20-9/19/17	500-6010-6710-8020-000	114.26
09/19/2017	PW Cell Phones 8/20-9/19/17	500-6010-6711-8020-000	161.59
09/19/2017	PW Cell Phones 8/20-9/19/17	101-2010-2032-8150-000	549.89

Inv 287258938988x09 Total 858.16

200369 Total: 858.16

CIN4011 - AT&T --Cingular Wireless Total: 858.16

ATH0292 - Athens Disposal Company Line Item Account

200370 10/12/2017

Inv October 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Estimate Rubbish Fees October 2017	500-0000-0000-5360-000	275,307.72

Inv October 2017 Total 275,307.72

Check Number	Check Date		Amount
Inv	October 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Estimate Recycling Fees October 2017	500-0000-0000-5360-000	8,385.72
Inv	October 2017* Total		8,385.72
Inv	Sept 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Yard Waste Fee Sept 2017	500-0000-0000-5525-000	17,025.61
Inv	Sept 2017 Total		17,025.61
Inv	Sept 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Low Income Fee Sept 2017	101-0000-0000-4210-001	1,517.44
Inv	Sept 2017* Total		1,517.44
200370 Total:			302,236.49
ATH0292 - Athens Disposal Company Total:			302,236.49
BCCC3010 - BankCard Center Line Item Account			
200390	10/19/2017		
Inv	5680		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2017	League of CA Cities Flight Southwest - P. Toor	101-6010-6011-8090-000	232.96
Inv	5680 Total		232.96
Inv	5680A		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2017	LAAFCA Desert Conf. Registration - P. Riddle WPY Area R	101-5010-5011-8090-000	750.00
Inv	5680A Total		750.00
Inv	5680AA		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	Passport Application Fees - USPS.com	101-0000-0000-5255-000	146.30
Inv	5680AA Total		146.30
Inv	5680AB		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Council District Boundaries Notice - Facebook	101-1020-1022-8170-000	50.09
Inv	5680AB Total		50.09
Inv	5680AC		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
	09/27/2017	Special Department Expense	449.85
		101-3010-3011-8020-000	
		Inv 5680AC Total	449.85
		Inv 5680AD	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	09/27/2017	OC Tolls Roads	6.49
		101-4010-4011-8020-000	
		Inv 5680AD Total	6.49
		Inv 5680B	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	Focus Group Mtg Ads - Facebook	30.00
		101-7010-7011-8020-000	
		Inv 5680B Total	30.00
		Inv 5680C	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	SP Council District Boundaries Notice Ads - Facebook	10.00
		101-1020-1021-8040-000	
		Inv 5680C Total	10.00
		Inv 5680D	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	FD Strike Team Car Rental - Enterprise Rent A Car	1,048.03
		101-5010-5011-8020-000	
		Inv 5680D Total	1,048.03
		Inv 5680E	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	Comm. Svcs Supplies - Smart N Final	127.01
		101-8030-8021-8020-000	
		Inv 5680E Total	127.01
		Inv 5680F	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	08/31/2017	Comm. Svcs Supplies - Pavilions	26.84
		101-8030-8021-8020-000	
		Inv 5680F Total	26.84
		Inv 5680G	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	09/01/2017	FD CERT Supplies - Costco.com	583.59
		101-5010-5012-8520-000	
		Inv 5680G Total	583.59
		Inv 5680H	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	09/01/2017	FD Strike Team Fuel	226.53
		101-5010-5011-8105-000	
		Inv 5680H Total	226.53

Check Number	Check Date		Amount
Inv	5680I		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/02/2017	Clean Air Car Show Giveaway Supplies - Amazon	101-0000-0000-2992-003	495.15
Inv 5680I Total			495.15
Inv	5680K		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Council Meals 9/6/17 - La Fiesta Grande	101-1010-1011-8090-000	134.55
09/01/2017	FD Strike Team Hotel - Holiday Inn Express	101-5010-5011-8020-000	160.89
Inv 5680K Total			295.44
Inv	5680L		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Sacramento Conf. Flight Southwest - A. Mejia	101-1020-1021-8200-000	127.95
Inv 5680L Total			127.95
Inv	5680M		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2017	Limitimer Speaker Time Keeper Equipment - Markertek Video Sup	101-1020-1021-8520-000	879.79
Inv 5680M Total			879.79
Inv	5680N		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Books for Parks Supervisor - Intl. Soc Arboriculture	101-6010-6410-8200-000	41.43
09/12/2017	Books for Parks Supervisor - Intl. Soc Arboriculture	215-6010-6310-8200-000	41.42
Inv 5680N Total			82.85
Inv	5680O		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	FD Strike Team Hotel - Park Central Hotel	101-5010-5011-8020-000	297.84
Inv 5680O Total			297.84
Inv	5680P		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	So. CA Chapter Registration APWA-P. Toor & K. Courdy	101-6010-6011-8090-000	50.00
Inv 5680P Total			50.00
Inv	5680Q		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2017	League of CA Cities Hotel Sheraton - E. Zneimer	101-1020-1021-8200-000	689.50
Inv 5680Q Total			689.50

Check Number	Check Date		Amount
Inv 5680R			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2017	AWWA CA NV Conf. Registration - J. Shimmin	500-3010-3012-8090-000	495.00
Inv 5680R Total			495.00
Inv 5680S			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2017	AWWA CA NV Conf. Flight Southwest - J. Shimmin	500-3010-3012-8090-000	239.96
Inv 5680S Total			239.96
Inv 5680T			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Sr. Center Supplies - Smart N Final	101-8030-8021-8020-000	292.66
09/20/2017	Council Meal 9/20/17 Fiore Market Cafe	101-1010-1011-8090-000	101.22
Inv 5680T Total			393.88
Inv 5680U			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Sr. Center Supplies - Trader Joes	101-8030-8021-8020-000	62.95
09/21/2017	Transit NGV Safety Practice Training Thomason & Assoc.-A. Loerz	207-8030-8025-8200-000	509.85
Inv 5680U Total			572.80
Inv 5680V			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2017	NeoGov Conf. Monte Carlo Hotel - M. Lee Ko	101-2010-2013-8090-000	411.57
Inv 5680V Total			411.57
Inv 5680W			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2017	NeoGov Conf. Monte Carlo Hotel - J. Chiu	101-2010-2013-8090-000	411.57
Inv 5680W Total			411.57
Inv 5680X			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2017	NeoGov Conf. Monte Carlo Hotel - R. Herrera	101-2010-2013-8090-000	411.57
Inv 5680X Total			411.57
Inv 5680Y			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2017	DropBox Busn for Assorted City Dept	101-2010-2032-8180-000	90.00
Inv 5680Y Total			90.00

Check Number	Check Date		Amount
Inv	5680Z		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2017	Sr. Center Monthly NetFlix Fee	101-8030-8021-8020-000	28.37
Inv 5680Z Total			28.37
200390 Total:			9,660.93
200391	10/19/2017		
Inv	0236		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	CA Bike Summit Flight & Hotel - Expedia - M. Lin	101-2010-2021-8090-000	512.05
Inv 0236 Total			512.05
Inv	0236A		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	CA Bike Summit Registration - EB 2017 CA Bike Summit - M. Lin	101-2010-2021-8090-000	394.20
Inv 0236A Total			394.20
Inv	0236B		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	CA Bike Summit Flight- American Airlines - M. Lin	101-2010-2021-8090-000	58.20
Inv 0236B Total			58.20
Inv	0236C		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	CA Bike Summit Flight- Delta Airlines - M. Lin	101-2010-2021-8090-000	58.20
Inv 0236C Total			58.20
Inv	0236D		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Clean Air Car Show Equipment - BR Party Rental	101-0000-0000-2992-003	2,259.83
Inv 0236D Total			2,259.83
Inv	0236E		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	Clean Air Car Show Supplies - Ralphs	101-0000-0000-2992-003	213.05
Inv 0236E Total			213.05
Inv	0236F		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	District Elections Oversize Draft Maps - Fed Ex	101-1020-1022-8170-000	978.71
Inv 0236F Total			978.71

Check Number	Check Date		Amount
Inv 0236G			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	PD Patrol Div. Car Seat - Target	101-4010-4011-8020-000	275.29
Inv 0236G Total			275.29
Inv 0236H			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	PD Open House Equipment - FilmTools	101-4010-4011-8020-000	476.65
Inv 0236H Total			476.65
200391 Total:			5,226.18
200392	10/19/2017		
Inv 0244			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	PD Det. Joe Johnson Fuel Expenses	101-4010-4011-8020-000	672.20
Inv 0244 Total			672.20
Inv 0244A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	PD Det. Joe Johnson Flight Jet Blue	101-4010-4011-8020-000	241.39
Inv 0244A Total			241.39
200392 Total:			913.59
200393	10/19/2017		
Inv 9254			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2017	Rush Card Delivery Fee- Bank of the West	101-3010-3011-8020-000	20.00
Inv 9254 Total			20.00
Inv 9254A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	League of CA Conf.- Hyatt Hotel - M. Khubesrian	101-1010-1011-8090-000	449.69
Inv 9254A Total			449.69
Inv 9254B			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	League of CA Conf.- Hyatt Hotel - D. Mahmud	101-1010-1011-8090-000	428.70
Inv 9254B Total			428.70
Inv 9254C			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
09/15/2017	League of CA Conf.- Hyatt Hotel - L. Demirjian	101-2010-2011-8090-000	428.70
Inv 9254C Total			428.70
Inv 9254D			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	League of CA Conf.- Hyatt Hotel - P. Toor	101-6010-6011-8090-000	428.70
Inv 9254D Total			428.70
200393 Total:			1,755.79
BCCC5010 - BankCard Center Total:			17,556.49
ZAMR7000 - Billingslea, Jr., Thomas H. Line Item Account			
200383	10/19/2017		
Inv P/R/E 10/15/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Garnishment	700-0000-0000-2264-000	805.40
Inv P/R/E 10/15/17 Total			805.40
200383 Total:			805.40
ZAMR7000 - Billingslea, Jr., Thomas H. Total:			805.40
CAL6695 - CA American Water Co. Line Item Account			
200394	10/19/2017		
Inv 101521002151102			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Water Svc for Wilson Well#2 8/23-9/21/17	500-6010-6711-8132-000	49.67
Inv 101521002151102 Total			49.67
200394 Total:			49.67
CAL6695 - CA American Water Co. Total:			49.67
CAL0627 - CA Franchise Tax Board Line Item Account			
200384	10/19/2017		
Inv P/R/E 10/15/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Garnishment	700-0000-0000-2264-000	100.00
Inv P/R/E 10/15/17 Total			100.00
200384 Total:			100.00

AL0627 - CA Franchise Tax Board Total: 100.00

CSD3010 - Ca. State Disbursement Unit Line Item Account

200385 10/19/2017
 Inv P/R/E 10/15/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Garnishment	700-0000-0000-2264-000	400.50
Inv P/R/E 10/15/17 Total			400.50

200385 Total: 400.50

200386 10/19/2017
 Inv P/R/E 10/15/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Garnishment	700-0000-0000-2264-000	1,320.00
Inv P/R/E 10/15/17 Total			1,320.00

200386 Total: 1,320.00

CSD3014 - Ca. State Disbursement Unit Total: 1,720.50

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

200395 10/19/2017
 Inv 2493

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Dev.Training 11/4/17 City of Atascadero Registration L.Demirjian	101-2010-2011-8200-000	100.00
Inv 2493 Total			100.00

200395 Total: 100.00

CCAC1020 - City Clerk's Assoc. of CA Total: 100.00

SOU5402 - City of South Pasadena PD Petty Cash Line Item Account

200396 10/19/2017
 Inv 10/18/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Reimb. Petty Cash	101-4010-4011-8105-000	45.00
10/18/2017	Reimb. Petty Cash	101-4010-4011-8200-000	91.44
10/18/2017	Reimb. Petty Cash	101-4010-4011-8020-000	43.00
10/18/2017	Reimb. Petty Cash	101-4010-4011-8100-000	20.00
10/18/2017	Reimb. Petty Cash	101-4010-4011-8090-000	98.48
Inv 10/18/17 Total			297.92

Check Number	Check Date		Amount
200396 Total:			297.92
SOU5402 - City of South Pasadena PD Petty Cash Total:			297.92
SOU5454 - City of South Pasadena-City Clerk Line Item Account			
200371	10/12/2017		
Inv	10/4/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Reimb. Petty Cash	101-1010-1011-8090-000	119.15
10/04/2017	Reimb. Petty Cash	101-1020-1021-8060-000	42.75
10/04/2017	Reimb. Petty Cash	101-1020-1022-8170-000	53.88
10/04/2017	Reimb. Petty Cash	101-1020-1021-8000-000	27.34
10/04/2017	Reimb. Petty Cash	101-2010-2011-8020-000	40.27
Inv 10/4/17 Total			283.39
200371 Total:			283.39
SOU5454 - City of South Pasadena-City Clerk Total:			283.39
CSPF5011 - City of South Pasadena-FD Line Item Account			
200397	10/19/2017		
Inv	10/17/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Reimb. Petty Cash	101-5010-5011-8134-000	13.10
10/17/2017	Reimb. Petty Cash	101-5010-5011-8020-000	98.50
10/17/2017	Reimb. Petty Cash	101-5010-5011-8100-000	37.13
10/17/2017	Reimb. Petty Cash	101-5010-5011-8105-000	20.35
10/17/2017	Reimb. Petty Cash	101-5010-5012-8520-000	139.60
Inv 10/17/17 Total			308.68
200397 Total:			308.68
CSPF5011 - City of South Pasadena-FD Total:			308.68
SOU5343 - City of South Pasadena-Recreation Line Item Account			
200398	10/19/2017		
Inv	10/18/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Reimb. Petty Cash	101-8030-8032-8264-000	309.00
10/18/2017	Reimb. Petty Cash	101-8030-8032-8020-000	251.95
10/18/2017	Reimb. Petty Cash	101-8030-8032-8268-000	64.58
Inv 10/18/17 Total			625.53
200398 Total:			625.53

Check Number	Check Date		Amount
SOU5343 - City of South Pasadena-Recreation Total:			625.53
PCYD6010 - City of South Pasadena-Yard Line Item Account			
200372	10/12/2017		
Inv	10/5/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Reimb. Petty Cash	101-6010-6601-8020-000	55.50
10/05/2017	Reimb. Petty Cash	500-6010-6710-8070-000	94.42
10/05/2017	Reimb. Petty Cash	230-6010-6116-8020-000	8.98
10/05/2017	Reimb. Petty Cash	101-6010-6410-8020-000	25.00
Inv 10/5/17 Total			183.90
200372 Total:			183.90
PCYD6010 - City of South Pasadena-Yard Total:			183.90
CDPS1020 - Code Publishing Inc. Line Item Account			
200399	10/19/2017		
Inv	57824		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/29/2017	SPMC Codification Svcs Municipal Code Supplement #2 8/17	101-1020-1021-8180-000	181.10
Inv 57824 Total			181.10
200399 Total:			181.10
CDPS1020 - Code Publishing Inc. Total:			181.10
CRDA1021 - Corodata Records Management Line Item Account			
200400	10/19/2017		
Inv	DN1168373		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Records Mgmt Svcs 9/17	101-1020-1021-8180-000	47.50
Inv DN1168373 Total			47.50
Inv	RS4352467		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Records Mgmt Svcs 9/17	101-1020-1021-8180-000	295.24
Inv RS4352467 Total			295.24
200400 Total:			342.74
CRDA1021 - Corodata Records Management Total:			342.74

Check Number	Check Date		Amount
CSAC2012 - CSAC Excess Insurance Authority Line Item Account			
200401	10/19/2017		
Inv	18401071		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Employee Assistance Program Svcs Oct - Dec 2017	101-2010-2013-8170-000	1,551.00
Inv 18401071 Total			1,551.00
200401 Total:			1,551.00
CSAC2012 - CSAC Excess Insurance Authority Total:			1,551.00
DEL0771 - Delta Dental Line Item Account			
200402	10/19/2017		
Inv	P/R/E 10/15/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2017	Dental Ins. Nov-17	700-0000-0000-2267-000	10,606.31
Inv P/R/E 10/15/17 Total			10,606.31
200402 Total:			10,606.31
DEL0771 - Delta Dental Total:			10,606.31
DJKZ8032 - DJ Keelez Line Item Account			
200403	10/19/2017		
Inv	10/27/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	DJ for Halloween Spooktacular 10/27/17 @ Orange Grove Park	101-8030-8032-8264-000	375.00
Inv 10/27/17 Total			375.00
200403 Total:			375.00
DJKZ8032 - DJ Keelez Total:			375.00
CDSAS270 - Donahue - Salas, Cristin Line Item Account			
200404	10/19/2017		
Inv	R85971		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Refund Cancelled Class	101-0000-0000-5270-002	199.00
Inv R85971 Total			199.00
200404 Total:			199.00

CDSA5270 - Donahue - Salas, Cristin Total: 199.00

DUN1111 - Dunn, Daniel Line Item Account

200405 10/19/2017

Inv 10/18/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Reimb. FD Training Classes	101-5010-5011-8200-000	475.00

Inv 10/18/17 Total 475.00

200405 Total: 475.00

DUN1111 - Dunn, Daniel Total: 475.00

ERCS5270 - Estrada, Erica Line Item Account

200373 10/12/2017

Inv R85805

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Refund Youth Filmmakers Class	101-0000-0000-5270-002	85.00

Inv R85805 Total 85.00

200373 Total: 85.00

ERCS5270 - Estrada, Erica Total: 85.00

COBR7131 - Flex Advantage Line Item Account

200387 10/19/2017

Inv 100376

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Admininstration Cost	101-3010-3041-7131-000	90.00

Inv 100376 Total 90.00

Inv P/R/E 10/15/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Retiree Health Reimbursement Nov-17	101-3010-3041-7131-000	1,027.96

Inv P/R/E 10/15/17 Total 1,027.96

200387 Total: 1,117.96

COBR7131 - Flex Advantage Total: 1,117.96

RAGM5270 - Gomes, Raimundo Line Item Account

200406 10/19/2017

Check Number	Check Date		Amount
Inv	R85972		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Refund Park Rsvp Fee	101-0000-0000-5270-005	83.75
Inv R85972 Total			83.75
200406 Total:			83.75
RAGM5270 - Gomes, Raimundo Total:			83.75
LOP1020 - La Opinion Line Item Account			
200407	10/19/2017		
Inv	9249		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2017	Legal Ads Public Hearings Special District Elections 8/17 & 9/17	101-1020-1022-8040-000	2,016.00
Inv 9249 Total			2,016.00
200407 Total:			2,016.00
LOP1020 - La Opinion Total:			2,016.00
MARI8090 - Lee Ko, Mariam Line Item Account			
200408	10/19/2017		
Inv	10/13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	Reimb. Parking Fees for Downtown LA Court House for Trial	101-1010-1011-8090-000	120.00
Inv 10/13/17 Total			120.00
200408 Total:			120.00
MARI8090 - Lee Ko, Mariam Total:			120.00
FELH5270 - Llach, Federico Line Item Account			
200409	10/19/2017		
Inv	R85974		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Refund Dropped Class	101-0000-0000-5270-002	114.00
Inv R85974 Total			114.00
200409 Total:			114.00
FELH5270 - Llach, Federico Total:			114.00

Check Number	Check Date		Amount
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VRMZ7000 - Munoz, Valerie Line Item Account

200388 10/19/2017

Inv P/R/E 10/15/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Garnishment	700-0000-0000-2264-000	750.00

Inv P/R/E 10/15/17 Total 750.00

200388 Total: 750.00

VRMZ7000 - Munoz, Valerie Total: 750.00

NTFL1021 - NetFile Inc. Line Item Account

200374 10/12/2017

Inv 5258

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Automated Economic Interest Software Subscription FY 16-17	101-1020-1021-8170-000	3,200.00

Inv 5258 Total 3,200.00

Inv 5259

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Automated Economic Interest Software Subscription FY 17-18	101-1020-1021-8170-000	3,200.00

Inv 5259 Total 3,200.00

200374 Total: 6,400.00

NTFL1021 - NetFile Inc. Total: 6,400.00

OSSS3010 - Olympic Staffing Services Line Item Account

200410 10/19/2017

Inv 199812

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	Temp Staff Svcs w/ 9/24/17	101-2010-2013-8170-000	476.63

Inv 199812 Total 476.63

Inv 199920

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Temp Staff Svcs w/ 10/1/17	101-2010-2013-8170-000	651.00

Inv 199920 Total 651.00

200410 Total: 1,127.63

OSSS3010 - Olympic Staffing Services Total: 1,127.63

Check Number	Check Date		Amount
PAL1111 - Palmieri, Michael Line Item Account			
200411	10/19/2017		
Inv	10/17/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Reimb. Self Defense Course Supplies	101-4010-4011-8020-000	435.00
Inv 10/17/17 Total			435.00
200411 Total:			435.00
PAL1111 - Palmieri, Michael Total:			435.00
PWP4465 - Pasadena Water & Power Line Item Account			
200375	10/12/2017		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2017	Water Usage 60 E. State Street 8/11-9/12/17	500-6010-6711-8231-000	4,146.95
Inv 80176-1 Total			4,146.95
200375 Total:			4,146.95
PWP4465 - Pasadena Water & Power Total:			
			4,216.15
SPAU8030 - Pautsch, Sheila Line Item Account			
200413	10/19/2017		
Inv	10/3/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Reimb. CA Contract Cities @ Lake Arrowhead - Mileage Expenses	101-8030-8031-8200-000	79.18
Inv 10/3/17 Total			79.18
200413 Total:			79.18
SPAU8030 - Pautsch, Sheila Total:			79.18
PXPR4891 - Pax Productions Line Item Account			

Check Number	Check Date		Amount
200414	10/19/2017		
Inv	R85969		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Refund Orange Grove Mid Level Licensed 9/11-22/17 Deposit	101-0000-0000-4891-000	250.00
Inv R85969 Total			250.00
200414 Total:			250.00
PXPR4891 - Pax Productions Total:			250.00
NERYS270 - Reyes, Neil Line Item Account			
200415	10/19/2017		
Inv	R85973		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Refund Cancelled Class	101-0000-0000-5270-002	199.00
Inv R85973 Total			199.00
200415 Total:			199.00
NERYS270 - Reyes, Neil Total:			199.00
OU5250 - S.P.Review & The Quarterly Magazine Line Item Account			
200376	10/12/2017		
Inv	H63680		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/04/2017	Legal Ad for Public Hearings -Special District Elections	101-1020-1022-8040-000	1,050.00
Inv H63680 Total			1,050.00
Inv	I63882		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Legal Ad for Public Hearings -Special District Elections	101-1020-1022-8040-000	252.00
Inv I63882 Total			252.00
Inv	I63889		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Legal Ad for Public Hearings -Special District Elections	101-1020-1022-8040-000	435.00
Inv I63889 Total			435.00
200376 Total:			1,737.00
200416	10/19/2017		
Inv	I63932		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
09/29/2017	Legal Ad Public Hearings Special District Elections 9/17 & 10/17	101-1020-1022-8040-000	255.00
Inv I63932 Total			255.00
Inv J63862			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	Legal Ad Public Hearings Special District Elections 9/17 & 10/17	101-1020-1022-8040-000	412.50
Inv J63862 Total			412.50
Inv J63863			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	Ord. # 2317 City Campaign Contribution Regulations Ads	101-1020-1021-8040-000	442.50
Inv J63863 Total			442.50
200416 Total:			1,110.00
SOU5250 - S.P.Review & The Quarterly Magazine Total:			2,847.00
SGEP2011 - San Gabriel Valley Economic Partnership Line Item Account			
200377	10/12/2017		
Inv 6353			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Annual Membership Dues	101-1010-1011-8060-000	1,075.00
09/22/2017	Annual Membership Dues	220-2010-2301-8185-000	1,550.00
Inv 6353 Total			2,625.00
200377 Total:			2,625.00
SGEP2011 - San Gabriel Valley Economic Partnership Total:			2,625.00
WLST8267 - Shuttic, William Line Item Account			
200378	10/12/2017		
Inv Sept 2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Instructor Functional Fitness Classes	101-8030-8021-8267-000	400.00
Inv Sept 2017 Total			400.00
200378 Total:			400.00
WLST8267 - Shuttic, William Total:			400.00
SOU6666 - So. CA Edison Co. Line Item Account			
200379	10/12/2017		

Check Number	Check Date		Amount
Inv	3-008-8091-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/1-10/1/17	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>	
10/06/2017	9/1-10/1/17	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>	
10/06/2017	9/1-10/1/17	215-6010-6201-8140-000	7,654.47
Inv 3-008-8091-13 Total			7,654.47
Inv	3-008-8091-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/1-10/1/17	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>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	126.13
Inv 3-008-8091-16 Total			126.13
Inv	3-008-8091-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	53.92
Inv 3-008-8091-17 Total			53.92
Inv	3-008-8091-18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	50.19
Inv 3-008-8091-18 Total			50.19
Inv	3-008-8091-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	39.91
Inv 3-008-8091-19 Total			39.91
Inv	3-008-8091-20		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	69.15

Check Number	Check Date		Amount
Inv 3-008-8091-20	Total		69.15
Inv 3-008-8091-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	76.42
Inv 3-008-8091-21	Total		76.42
Inv 3-008-8091-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	36.27
Inv 3-008-8091-22	Total		36.27
Inv 3-008-8091-23			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	68.81
Inv 3-008-8091-23	Total		68.81
Inv 3-008-8091-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	68.95
Inv 3-008-8091-24	Total		68.95
Inv 3-008-8436-55			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6201-8140-000	123.03
Inv 3-008-8436-55	Total		123.03
Inv 3-025-4910-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6115-8140-000	94.48
Inv 3-025-4910-19	Total		94.48
Inv 3-026-6343-40			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/5-10/4/17	215-6010-6115-8140-000	16.95
Inv 3-026-6343-40	Total		16.95
Inv 3-045-0630-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	9/1-10/1/17	215-6010-6201-8140-000	15.75
Inv 3-045-0630-89	Total		15.75

Check Number	Check Date	Amount
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200379 Total:		13,208.33
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SOU6666 - So. CA Edison Co. Total:		13,208.33
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SGMC2013 - St. George's Medical Clinic Line Item Account

200417 10/19/2017

Inv 111698.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/05/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	195.00

Inv 111698.0 Total 195.00

Inv 111734.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/07/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	175.00

Inv 111734.0 Total 175.00

Inv 111790.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/12/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	595.00

Inv 111790.0 Total 595.00

Inv 111890.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/19/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00

Inv 111890.0 Total 110.00

Inv 111925.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/21/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00

Inv 111925.0 Total 110.00

Inv 111970.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/25/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	110.00

Inv 111970.0 Total 110.00

Inv 112124.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	175.00

Inv 112124.0 Total 175.00

Inv 112433.0

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
08/29/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	195.00
Inv 112433.0 Total			195.00
Inv 80830.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/13/2017	Medical Exam Acct. # 953970864	230-6010-6116-8020-000	100.00
Inv 80830.0 Total			100.00
Inv 89939.0			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2017	Medical Exam Acct. # 953970864	101-2010-2013-8170-000	195.00
Inv 89939.0 Total			195.00
200417 Total:			1,960.00
SGMC2013 - St. George's Medical Clinic Total:			1,960.00
KRTM1022 - The Korea Times LA Inc. Line Item Account			
200418	10/19/2017		
Inv OD10267915 09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Legal Ad PublicHearings Special District ElectionsAds 9/17	101-1020-1022-8040-000	950.00
Inv OD10267915 09 Total			950.00
200418 Total:			950.00
KRTM1022 - The Korea Times LA Inc. Total:			950.00
TIM4011 - Time Warner Cable Line Item Account			
200380	10/12/2017		
Inv 008 0224964			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Internet Upgarde 10/8-11/7/17	101-2010-2032-8150-000	363.37
Inv 008 0224964 Total			363.37
Inv 008 0311688			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	1100 Oxley St Ethernet Fiber 10/11-11/10/17	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>	
10/01/2017	Yard Ethernet Fiber 10/11-11/10/17	101-2010-2032-8180-000	1,219.58

Check Number	Check Date		Amount
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>	
10/01/2017	City Hall Ethernet Fiber 10/11-11/10/17	101-2010-2032-8180-000	1,190.00
Inv 008 0311712	Total		1,190.00
200380 Total:			3,992.53
200419	10/19/2017		
Inv 008 0011783			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Camp Med Internet 10/19-11/18/17	101-8030-8032-8268-000	78.15
Inv 008 0011783	Total		78.15
Inv 008 0012179			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	PD Cable Svcs 10/16-11/15/17	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>	
10/07/2017	City Hall 2nd Modem Svcs 10/17-11/16/17	101-2010-2032-8150-000	150.74
Inv 008 0269985	Total		150.74
200419 Total:			430.71
TIM4011 - Time Warner Cable Total:			4,423.24
TPEX8064 - Train Party Express Line Item Account			
200381	10/12/2017		
Inv 102717			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	2017 Halloween Spooktacular Trackless Train 10/27/17	101-8030-8032-8264-000	400.00
Inv 102717	Total		400.00
200381 Total:			400.00
TPEX8064 - Train Party Express Total:			400.00
WJLA8040 - World Journal LA, LLC Line Item Account			
200420	10/19/2017		

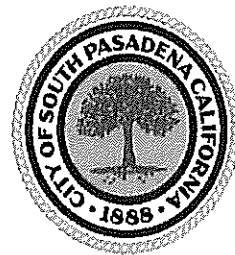
Check Number	Check Date		Amount
Inv	AN000099		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	Legal Ads Public Hearings Special District Elections 8/17 & 9/17	101-1020-1022-8040-000	2,000.00
Inv AN000099 Total			2,000.00
200420 Total:			2,000.00
WJLA8040 - World Journal LA, LLC Total:			2,000.00
RRXF5010 - Xerox Financial Svcs Line Item Account			
200421	10/19/2017		
Inv	952413		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Citywide Copier Lease Oct 2017	101-2010-2032-8300-000	3,773.25
Inv 952413 Total			3,773.25
200421 Total:			3,773.25
RRXF5010 - Xerox Financial Svcs Total:			3,773.25
Total:			393,176.36

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: mfestejo
 Printed: 10/25/2017 - 3:19PM



Check Number	Check Date		Amount
ADA0143 - Adamson Police Products Line Item Account			
200422	11/01/2017		
Inv	255923		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	PD Surefire Batteries	101-4010-4011-8020-000	232.25
Inv 255923 Total			232.25
200422 Total:			232.25
ADA0143 - Adamson Police Products Total:			232.25
SHAG2920 - Adaoag, Sheryll Line Item Account			
200423	11/01/2017		
Inv	R85565		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Refund Youth House Deposit Rental 9/30/17	101-0000-0000-2920-000	250.00
Inv R85565 Total			250.00
200423 Total:			250.00
SHAG2920 - Adaoag, Sheryll Total:			250.00
ALH0179 - Alhambra Car Wash Line Item Account			
200424	11/01/2017		
Inv	Sept 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2017	PD Car Washes 9/17	101-4010-4011-8100-000	372.00
Inv Sept 2017 Total			372.00
200424 Total:			372.00
ALH0179 - Alhambra Car Wash Total:			372.00
ALH4010 - Alhambra Chrysler Jeep Dodge Inc. Line Item Account			
200425	11/01/2017		

Check Number	Check Date		Amount
Inv	343364		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	PD Unit# 0432 Replaced Radiator, Alternator & Sensor	101-4010-4011-8100-000	1,651.85
Inv 343364 Total			1,651.85
200425 Total:			1,651.85
ALH4010 - Alhambra Chrysler Jeep Dodge Inc. Total:			1,651.85
ACMT2920 - All City Management Line Item Account			
200426	11/01/2017		
Inv	50524		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	PD School Crossing Guard Services 9/10-23/17	101-4010-4011-8180-000	7,154.98
Inv 50524 Total			7,154.98
Inv	50843		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	PD School Crossing Guard Svcs 9/24-10/7/17	101-4010-4011-8180-000	7,154.98
Inv 50843 Total			7,154.98
200426 Total:			14,309.96
ACMT2920 - All City Management Total:			14,309.96
ALL0197 - All Star Fire Equipment, Inc. Line Item Account			
200427	11/01/2017		
Inv	202055		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	FD Vehicle Maint. Pmunting Plates	101-5010-5011-8100-000	139.52
Inv 202055 Total			139.52
Inv	202090		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	FD Safety Clothing	101-5010-5011-8134-000	1,429.10
Inv 202090 Total			1,429.10
200427 Total:			1,568.62
ALL0197 - All Star Fire Equipment, Inc. Total:			1,568.62
ALLI3041 - Alliant Insurance Svcs Inc. Line Item Account			

Check Number	Check Date		Amount
200428	11/01/2017		
Inv	7/1-9/30/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Special Events Reporting July 1 - Sept. 30 2017	101-0000-0000-2970-001	2,536.51
Inv 7/1-9/30/17 Total			2,536.51
200428 Total:			2,536.51
ALLI3041 - Alliant Insurance Svcs Inc. Total:			2,536.51
AMZN8030 - Amazon/SYNCB Line Item Account			
200429	11/01/2017		
Inv	BMUJGXHLGKLS		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Supplies	101-8030-8032-8000-000	187.21
Inv BMUJGXHLGKLS Total			187.21
Inv	BTVHUETKCMJZ		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Supplies	101-8030-8031-8120-000	7.58
Inv BTVHUETKCMJZ Total			7.58
Inv	BUXEHHTIGZPM		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2017	Supplies	101-8030-8032-8020-000	54.95
Inv BUXEHHTIGZPM Total			54.95
Inv	BYWSVWWFCFXH		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Supplies	101-8030-8032-8020-000	10.35
Inv BYWSVWWFCFXH Total			10.35
Inv	BZRMMWDQOQZB		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2017	Supplies	207-8030-8025-8020-000	58.87
Inv BZRMMWDQOQZB Total			58.87
Inv	CKFZQUPKBKAE		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Supplies	101-8030-8032-8020-000	84.42
Inv CKFZQUPKBKAE Total			84.42

Check Number	Check Date		Amount
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Inv CMGOIHOXMED

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Supplies	101-8030-8031-8110-000	324.45

Inv CMGOIHOXMED Total 324.45

Inv CVNJPPRCVLLD

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Supplies	101-8030-8021-8020-000	80.40

Inv CVNJPPRCVLLD Total 80.40

Inv WYBRMDVFBUS

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Supplies	101-8030-8031-8110-000	15.63

Inv WYBRMDVFBUS Total 15.63

200429 Total: 823.86

AMZN8030 - Amazon/SYNCB Total: 823.86

AMTE8031 - American Technologies Inc. Line Item Account

200430 11/01/2017

Inv 9301315889-02

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Replacement of Chairs from Council Chambers Flooding	101-9000-9405-9405-000	17,366.24
10/12/2017	Replacement of Chairs from Council Chambers Flooding	101-0000-0000-2700-000	-1,470.37

Inv 9301315889-02 Total 15,895.87

200430 Total: 15,895.87

AMTE8031 - American Technologies Inc. Total: 15,895.87

STNN2920 - Anderson, Stephanie Line Item Account

200431 11/01/2017

Inv R85803

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Refund Youth House Deposit Rental 10/7/17	101-0000-0000-2920-000	250.00

Inv R85803 Total 250.00

200431 Total: 250.00

STNN2920 - Anderson, Stephanie Total: 250.00

Check Number	Check Date		Amount
ANT0243 - Antrim's Security Co., Inc. Line Item Account			
200432	11/01/2017		
Inv	51589		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Keys for Citywide Master Locks	101-6010-6601-8020-000	240.78
10/06/2017	Keys for Citywide Master Locks	101-6010-6410-8020-000	114.00
Inv 51589 Total			354.78
200432 Total:			354.78
ANT0243 - Antrim's Security Co., Inc. Total:			354.78
ARA0260 - Aramark Uniform Services Line Item Account			
200433	11/01/2017		
Inv	532808261		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Uniform Svcs	101-6010-6601-8132-000	17.00
10/12/2017	Uniform Svcs	210-6010-6501-8132-000	11.30
10/12/2017	Uniform Svcs	230-6010-6116-8132-000	28.40
10/12/2017	Uniform Svcs	500-6010-6711-8132-000	23.35
10/12/2017	Uniform Svcs	215-6010-6310-8132-000	11.30
10/12/2017	Uniform Svcs	500-6010-6710-8132-000	161.05
10/12/2017	Uniform Svcs	215-6010-6201-8132-000	11.30
Inv 532808261 Total			263.70
200433 Total:			263.70
ARA0260 - Aramark Uniform Services Total:			263.70
AVA0287 - Avalon Property Services, Inc. Line Item Account			
200434	11/01/2017		
Inv	26420		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Bus Stop Maint, Sweeping & Trash Removal Svcs 10/17	205-8030-8024-8180-000	2,275.95
Inv 26420 Total			2,275.95
Inv	26421		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Unlocking of Restrooms Svcs @ Orange Grove Park 10/17	101-6010-6601-8180-000	90.11
Inv 26421 Total			90.11
Inv	26421*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Unlocking of Restrooms Svcs @ Arroyo Park 10/17	232-6010-6417-8180-000	90.11
Inv 26421* Total			90.11

Inv 26421**

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Unlocking of Restrooms Svcs @ Garfield Park 10/17	232-6010-6417-8180-000	90.11

Inv 26421** Total 90.11

Inv 26422

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Machine Sweeping of Parking Lot Svcs 10/17	205-8030-8024-8180-000	761.51

Inv 26422 Total 761.51

200434 Total: 3,307.79

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

BHS8752 - B & H Sign Company, Inc. Line Item Account

200435 11/01/2017

Inv 16809

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Hanging Planning/Bldg Arrow Sign	101-3010-3011-8020-000	322.29

Inv 16809 Total 322.29

200435 Total: 322.29

BHS8752 - B & H Sign Company, Inc. Total: 322.29

BBSW9399 - Banner Bank Line Item Account

200436 11/01/2017

Inv #16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	26,550.77

Inv #16 Total 26,550.77

200436 Total: 26,550.77

BBSW9399 - Banner Bank Total: 26,550.77

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

200437 11/01/2017

Inv 33229

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	PD Plaques for Creek, Mejia & Escobedo	101-4010-4011-8020-000	150.85

Check Number	Check Date		Amount
Inv 33229	Total		150.85
Inv 33310			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	PD Plaques for Creek, Mejia & Escobedo	101-4010-4011-8020-000	150.85
Inv 33310	Total		150.85
Inv 33330			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	PD Plaques for Creek, Mejia & Escobedo	101-4010-4011-8020-000	150.85
Inv 33330	Total		150.85
200437 Total:			452.55
BFWB4011 - Baxter's Frame Works & Badge Frame Total:			452.55
DNBL5270 - Bello, Daniel Line Item Account			
200438	11/01/2017		
Inv R85560			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Refund Arroyo Park Gazebo Rental	101-0000-0000-5270-005	150.00
Inv R85560	Total		150.00
200438 Total:			150.00
DNBL5270 - Bello, Daniel Total:			150.00
BMIE8264 - BMI Line Item Account			
200439	11/01/2017		
Inv 9645190			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	Musical License Renewal Fee #2134923	101-8030-8032-8268-000	342.00
Inv 9645190	Total		342.00
200439 Total:			342.00
BMIE8264 - BMI Total:			342.00
DABN8267 - Bohan, Diana Line Item Account			
200440	11/01/2017		
Inv Oct 2017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Yoga Class	101-8030-8021-8267-000	172.80

Check Number	Check Date		Amount
		Inv Oct 2017 Total	172.80
		Inv Oct 2017*	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Yoga Class	101-8030-8021-8267-000	172.80
		Inv Oct 2017* Total	172.80
200440 Total:			345.60
DABN8267 - Bohan, Diana Total:			345.60
TYBL7000 - Borrello, Tyler Line Item Account			
200441	11/01/2017		
		Inv 10/5-6/17	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Reimb. PD Training Expense	101-4010-4011-8210-000	16.00
		Inv 10/5-6/17 Total	16.00
200441 Total:			16.00
TYBL7000 - Borrello, Tyler Total:			16.00
BRO0447 - Brodart Co. Line Item Account			
200442	11/01/2017		
		Inv 481641	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Self Ink Dater & Stamp	101-8010-8011-8020-000	93.10
		Inv 481641 Total	93.10
200442 Total:			93.10
BRO0447 - Brodart Co. Total:			93.10
BUR4018 - Burro Canyon Shooting Park Line Item Account			
200443	11/01/2017		
		Inv 1395	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	PD Range Fees for 9/17	101-4010-4011-8200-000	30.00
		Inv 1395 Total	30.00
		Inv 1415	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/09/2017	PD Range Fees for 10/17	101-4010-4011-8200-000	20.00
Inv 1415 Total			20.00
200443 Total:			50.00
BUR4018 - Burro Canyon Shooting Park Total:			50.00
CAL5236 - CA Linen Services Line Item Account			
200444	11/01/2017		
Inv 1446741			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	FD Dept. Supplies	101-5010-5011-8020-000	113.80
Inv 1446741 Total			113.80
Inv 1448937			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2017	FD Dept. Supplies	101-5010-5011-8020-000	111.98
Inv 1448937 Total			111.98
200444 Total:			225.78
CAL5236 - CA Linen Services Total:			225.78
CAME2015 - CA Maintenance & Environmental Line Item Account			
200445	11/01/2017		
Inv 25962			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2017	PD Station Gas Tank Call Out - Repair Healy Motor	101-6010-6601-8120-000	1,510.72
Inv 25962 Total			1,510.72
Inv 26309			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Underground Storage Tank Inspection 9/17	101-6010-6601-8120-000	100.00
Inv 26309 Total			100.00
Inv 26310			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Monthly UST Operator Inspection 9/17	101-7010-7011-8100-000	2.00
10/03/2017	Monthly UST Operator Inspection 9/17	101-2010-2011-8100-000	2.00
10/03/2017	Monthly UST Operator Inspection 9/17	101-5010-5011-8105-000	8.00
10/03/2017	Monthly UST Operator Inspection 9/17	101-6010-6011-8100-000	2.00
10/03/2017	Monthly UST Operator Inspection 9/17	101-4010-4011-8105-000	86.00
Inv 26310 Total			100.00

Check Number	Check Date		Amount
200445	Total:		1,710.72
CAME2015 - CA Maintenance & Environmental Total:			1,710.72
CAN0607 - Cantu Graphics Line Item Account			
200446	11/01/2017		
Inv	1992		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	City Logo Decal for Bolt Vehicle	101-6010-6410-8020-000	78.66
Inv 1992 Total			78.66
200446	Total:		78.66
CAN0607 - Cantu Graphics Total:			78.66
JLCR5270 - Carter, Jillian Line Item Account			
200447	11/01/2017		
Inv	R85568		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Refund Dropped Pre-Soccer Class	101-0000-0000-5270-002	68.00
Inv R85568 Total			68.00
200447	Total:		68.00
JLCR5270 - Carter, Jillian Total:			68.00
CAT0700 - Catering Systems Inc. Line Item Account			
200448	11/01/2017		
Inv	4473		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Sr. Center Meals w/ 9/25-29/17	260-8030-8023-8180-000	1,952.06
Inv 4473 Total			1,952.06
Inv	4480		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Sr. Center Meals w/ 10/2-6/17	260-8030-8023-8180-000	1,454.64
Inv 4480 Total			1,454.64
Inv	4487		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	Sr. Center Meals w/ 10/10-13/17	260-8030-8023-8180-000	1,162.04

Check Number	Check Date		Amount
Inv 4487 Total			1,162.04
200448 Total:			4,568.74
CAT0700 - Catering Systems Inc. Total:			4,568.74
CBEC8110 - CBE Los Angeles Line Item Account			
200449	11/01/2017		
Inv 1934429			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	PW Copier Overages 8/20-9/19/17	101-6010-6011-8020-000	70.11
Inv 1934429 Total			70.11
200449 Total:			70.11
CBEC8110 - CBE Los Angeles Total:			70.11
MRCV4610 - Chavarria, Mario Line Item Account			
200450	11/01/2017		
Inv 222137649			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Refund Citation	101-0000-0000-4610-000	216.00
Inv 222137649 Total			216.00
200450 Total:			216.00
MRCV4610 - Chavarria, Mario Total:			216.00
JMCI5200 - Choi, James Line Item Account			
200451	11/01/2017		
Inv R00388028			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Refund Permit Fee	101-0000-0000-5200-004	140.00
Inv R00388028 Total			140.00
200451 Total:			140.00
JMCI5200 - Choi, James Total:			140.00
CBMS5011 - Christian Brothers Mechanical Svcs Inc. Line Item Account			
200452	11/01/2017		
Inv 33128			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/10/2017	FD Inspection Exhaust System & Maint.	101-5010-5011-8100-000	807.00
Inv 33128 Total			807.00
200452 Total:			807.00
CBMS5011 - Christian Brothers Mechanical Sves Inc. Total:			807.00
CITG4011 - CI Technologies Line Item Account			
200453	11/01/2017		
Inv 7325			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	PD Internal Affairs Software Annual Maint. Renewal 11/2017-10/201	101-4010-4011-8170-000	2,450.00
Inv 7325 Total			2,450.00
200453 Total:			2,450.00
CITG4011 - CI Technologies Total:			2,450.00
CITTF000 - CIT Technology Financial Services, Inc. Line Item Account			
200454	11/01/2017		
Inv 30945090			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2017	Finance/Planning Copier	101-0000-0000-2990-024	669.38
Inv 30945090 Total			669.38
200454 Total:			669.38
CITTF000 - CIT Technology Financial Services, Inc. Total:			669.38
ALPD4010 - City of Alhambra Police Dept. Line Item Account			
200455	11/01/2017		
Inv SP 9/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	PD Inmate Housing 9/17	101-4010-4011-8180-000	4,730.00
Inv SP 9/17 Total			4,730.00
200455 Total:			4,730.00
ALPD4010 - City of Alhambra Police Dept. Total:			4,730.00
GLE2563 - City of Glendale Line Item Account			
200456	11/01/2017		

Check Number	Check Date		Amount
Inv	GLN000007442		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	PD ICIS Roamer Fees 10/2017-12/2017	101-4010-4011-8180-000	1,275.00
Inv GLN000007442 Total			1,275.00
200456 Total:			1,275.00
GLE2563 - City of Glendale Total:			1,275.00
CLCF2011 - City of La Canada Flintridge Line Item Account			
200457	11/01/2017		
Inv	FY 17-18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	FY 17-18 Dues Arroyo Verdugo Communities Joint Powers Authori	101-1010-1011-8060-000	3,400.00
Inv FY 17-18 Total			3,400.00
200457 Total:			3,400.00
CLCF2011 - City of La Canada Flintridge Total:			3,400.00
COMC2011 - Comcate Line Item Account			
200458	11/01/2017		
Inv	6504		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/11/2017	PW Dept. Communication Link Renewal 9/17/17-9/16/18	101-6010-6011-8020-000	2,248.68
Inv 6504 Total			2,248.68
200458 Total:			2,248.68
COMC2011 - Comcate Total:			2,248.68
CMME4011 - Commline Inc. Line Item Account			
200459	11/01/2017		
Inv	0063136		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	FD Equipment Maint. Audio/Screen	101-5010-5011-8110-000	311.55
Inv 0063136 Total			311.55
200459 Total:			311.55
CMME4011 - Commline Inc. Total:			311.55

Check Number	Check Date		Amount
CESS6416 - Community Economic Solutions Line Item Account			
200460	11/01/2017		
Inv	2010		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Special Tax Admin Library Svcs	101-8010-8011-8170-000	2,625.00
Inv 2010 Total			2,625.00
200460 Total:			2,625.00
CESS6416 - Community Economic Solutions Total:			2,625.00
CONN6711 - Conney Safety Line Item Account			
200461	11/01/2017		
Inv	05430982		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Water Hydration Pack for Meter Reader Staff	500-6010-6710-8134-000	83.33
Inv 05430982 Total			83.33
200461 Total:			83.33
CONN6711 - Conney Safety Total:			83.33
CORE6011 - CoreLogic Information Solutions, Inc. Line Item Account			
200462	11/01/2017		
Inv	81838867		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	PW Realquest.com Svcs 9/17	101-6010-6011-8020-000	300.00
Inv 81838867 Total			300.00
200462 Total:			300.00
CORE6011 - CoreLogic Information Solutions, Inc. Total:			300.00
JCY1111 - Corney, Jose Line Item Account			
200463	11/01/2017		
Inv	10/9-13/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Reimb. PD Training Expense	101-4010-4011-8210-000	82.27
Inv 10/9-13/17 Total			82.27
200463 Total:			82.27

Check Number	Check Date		Amount
JCY1111 - Corney, Jose Total:			82.27
DSP0755 - D & S Printing Line Item Account			
200464	11/01/2017		
Inv	8300		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2017	Library Damien Omen II Screening Posters	101-8010-8011-8050-000	109.50
Inv 8300 Total			109.50
Inv	8304		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	PD 2019 Parking Permit & Monthly Stickers	101-4010-4011-8050-000	2,354.25
Inv 8304 Total			2,354.25
200464 Total:			2,463.75
DSP0755 - D & S Printing Total:			2,463.75
DAN0769 - D'Angelo Company Line Item Account			
200465	11/01/2017		
Inv	S1314583.003		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	Meter Couplings & Ball Valves for Water Stock	500-0000-0000-1400-000	993.08
Inv S1314583.003 Total			993.08
200465 Total:			993.08
DAN0769 - D'Angelo Company Total:			993.08
DDL8010 - Dr. Detail Ph.D Line Item Account			
200466	11/01/2017		
Inv	00074		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Cleaning F250 Truck	207-8030-8025-8100-000	130.00
Inv 00074 Total			130.00
Inv	00075		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Fleet Cleaning Svcs for October 2017	207-8030-8025-8100-000	215.00
Inv 00075 Total			215.00
Inv	00076		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/14/2017	Library Power Wash Diamond St. & Fairview Ave. Balconies	101-8010-8011-8120-000	300.00
Inv 00076 Total			300.00
200466 Total:			645.00
DDL8010 - Dr. Detail Ph.D Total:			645.00
DUB0187 - DuBois, Andrew Line Item Account			
200467	11/01/2017		
Inv	10/16-17/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Reimb. PD Training Expense	101-4010-4011-8210-000	98.39
Inv 10/16-17/17 Total			98.39
200467 Total:			98.39
DUB0187 - DuBois, Andrew Total:			98.39
DBAR3011 - Dunbar Armored Inc. Line Item Account			
200468	11/01/2017		
Inv	4067691		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Armored Car Svc for 10/17	500-3010-3012-8180-000	738.00
10/01/2017	Armored Car Svc for 10/17	101-3010-3041-8180-000	738.00
Inv 4067691 Total			1,476.00
Inv	4067691*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Armored Car Svc for Excess Svcs 9/17	101-3010-3041-8180-000	171.29
Inv 4067691* Total			171.29
200468 Total:			1,647.29
DBAR3011 - Dunbar Armored Inc. Total:			1,647.29
LGLP5270 - Dunlop, Leigh Line Item Account			
200469	11/01/2017		
Inv	R85806		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Refund Park Rsvp Fee	101-0000-0000-5270-001	37.50
Inv R85806 Total			37.50

Check Number	Check Date		Amount
200469	Total:		37.50
LGLP5270 - Dunlop, Leigh Total:			37.50
MDDY5270 - Dwyer, Mindy Line Item Account			
200470	11/01/2017		
Inv	R85970		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Refund Orange Grove Gazebo Rental Fee	101-0000-0000-5270-005	75.00
Inv R85970	Total		75.00
200470	Total:		75.00
MDDY5270 - Dwyer, Mindy Total:			75.00
CYEN2920 - Enriquez, Cynthia Line Item Account			
200471	11/01/2017		
Inv	R85562		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Refund WMB Rental Deposit 9/30/17	101-0000-0000-2920-000	428.75
Inv R85562	Total		428.75
200471	Total:		428.75
CYEN2920 - Enriquez, Cynthia Total:			428.75
EVCM2990 - Envicom Corp. Line Item Account			
200472	11/01/2017		
Inv	00013702		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/31/2017	Consulting Svcs MND 869 & 871 Oneonta Dr. 5/17	101-0000-0000-2990-017	2,935.52
Inv 00013702	Total		2,935.52
Inv	00013750		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/30/2017	Consulting Svcs MND 869 & 871 Oneonta Dr. 6/17	101-0000-0000-2990-017	3,620.30
Inv 00013750	Total		3,620.30
Inv	00013790		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2017	Consulting Svcs MND 869 & 871 Oneonta Dr. 7/17	101-0000-0000-2990-017	3,748.05
Inv 00013790	Total		3,748.05

Check Number	Check Date		Amount
Inv	00013885		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Consulting Svcs MND 869 & 871 Onconta Dr. 8/17	101-0000-0000-2990-017	499.55
Inv 00013885 Total			499.55
200472 Total:			10,803.42
EVC2990 - Envicom Corp. Total:			10,803.42
FDBC8025 - Fast Deer Bus Charter Inc. Line Item Account			
200473	11/01/2017		
Inv	136782		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Bus for Santa Monica Farmers Market 11/15/17 Field Trip	205-8030-8024-8180-000	847.26
Inv 136782 Total			847.26
200473 Total:			847.26
FDBC8025 - Fast Deer Bus Charter Inc. Total:			847.26
FLKP4010 - File Keepers LLC Line Item Account			
200474	11/01/2017		
Inv	499598		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	PD Pick Up & Purge Papers Svcs	101-4010-4011-8020-000	287.50
Inv 499598 Total			287.50
200474 Total:			287.50
FLKP4010 - File Keepers LLC Total:			287.50
FUGU2920 - Fuqua, Christine Line Item Account			
200475	11/01/2017		
Inv	R85804		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Refund WMB Rental Deposit 10/7/17	101-0000-0000-2920-000	425.00
Inv R85804 Total			425.00
200475 Total:			425.00
FUGU2920 - Fuqua, Christine Total:			425.00

Check Number	Check Date		Amount
GAR5011 - Garvey Equipment Co Line Item Account			
200476	11/01/2017		
Inv	105955		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Root Grinder Repairs/Replacement Svc	230-6010-6116-8020-000	447.33
Inv 105955 Total			447.33
200476 Total:			447.33
GAR5011 - Garvey Equipment Co Total:			447.33
THR5910 - George L.Throop Co. Line Item Account			
200477	11/01/2017		
Inv	01-741609-00		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Sidewalk Repairs	215-6010-6118-8020-000	498.08
Inv 01-741609-00 Total			498.08
200477 Total:			498.08
THR5910 - George L.Throop Co. Total:			498.08
ANGY8030 - Grady, Anthony Q. Line Item Account			
200478	11/01/2017		
Inv	Fall 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	143.00
Inv Fall 2017 Total			143.00
200478 Total:			143.00
ANGY8030 - Grady, Anthony Q. Total:			143.00
GRA1244 - Graffiti Control Systems Line Item Account			
200479	11/01/2017		
Inv	SPAS0917		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Citywide Graffiti Removal Svcs 9/17	101-6010-6410-8262-000	686.00
Inv SPAS0917 Total			686.00
200479 Total:			686.00

Check Number	Check Date		Amount
GRA1244 - Graffiti Control Systems Total:			686.00
GRA6601 - Grainger Line Item Account			
200480	11/01/2017		
Inv	9573052041		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Light Fixture Protective Grilles @ 110 Underpass	215-6010-6201-8020-000	75.72
Inv 9573052041	Total		75.72
200480 Total:			75.72
GRA6601 - Grainger Total:			75.72
GRE6116 - Great Match Consulting Line Item Account			
200481	11/01/2017		
Inv	1690003675		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Street Maint. Temp w/e 10/1/17	230-6010-6116-8180-000	823.20
Inv 1690003675	Total		823.20
Inv	1690003680		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Street Maint. Temp w/ 10/8/17	230-6010-6116-8180-000	823.20
Inv 1690003680	Total		823.20
Inv	1690003684		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	Street Maint. Temp w/ 10/15/17	230-6010-6116-8180-000	658.56
Inv 1690003684	Total		658.56
200481 Total:			2,304.96
GRE6116 - Great Match Consulting Total:			2,304.96
HHA5011 - H & H Auto Parts Wholesale Line Item Account			
200482	11/01/2017		
Inv	11N0183351		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	FD Vehicle Maint. Diesel Exhaust Fluid	101-5010-5011-8100-000	88.89
Inv 11N0183351	Total		88.89
200482 Total:			88.89

Check Number	Check Date		Amount
HHA5011 - H & H Auto Parts Wholesale Total:			88.89
HAC6711 - Hach Company Line Item Account			
200483	11/01/2017		
Inv	10640696		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	Reagent CL-17 Chlorine Analyser @ City's Pump Stations	500-6010-6711-8020-000	277.72
Inv 10640696 Total			277.72
200483 Total:			277.72
HAC6711 - Hach Company Total:			277.72
HECP5290 - Health Comp Line Item Account			
200484	11/01/2017		
Inv	100SCI217D08938		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Refund Paramedic Overpayment/Payment in Error 100SCI217D089	101-0000-0000-5290-001	1,423.67
Inv 100SCI217D08938 Total			1,423.67
200484 Total:			1,423.67
HECP5290 - Health Comp Total:			1,423.67
HQAB8100 - Hi Quality Auto Body Inc. Line Item Account			
200485	11/01/2017		
Inv	13986		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2017	PD Unit # 0735 Replace Windshield	101-4010-4011-8100-000	325.50
Inv 13986 Total			325.50
200485 Total:			325.50
HQAB8100 - Hi Quality Auto Body Inc. Total:			325.50
DVHL5270 - Hillel, David Line Item Account			
200486	11/01/2017		
Inv	R85807		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Refund Cancelled Hawaiian Class	101-0000-0000-5270-002	80.00
Inv R85807 Total			80.00

Check Number	Check Date		Amount
200486 Total:			80.00
DVHLS270 - Hillel, David Total:			80.00
INT4896 - Inter-Con Security Systems Inc Line Item Account			
200487	11/01/2017		
Inv	425539		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2017	PD Parking Control Svcs for Sept 2017	101-4010-4011-8180-000	8,918.91
Inv 425539 Total			8,918.91
200487 Total:			8,918.91
INT4896 - Inter-Con Security Systems Inc Total:			8,918.91
JSAR4011 - Jack's Auto Repair Line Item Account			
200488	11/01/2017		
Inv	15559		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	PD Unit# 1501 Oil Change & Replace Cabin Air Filter	101-4010-4011-8100-000	183.98
Inv 15559 Total			183.98
Inv	15565		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	PD Unit# 1703 Oil Change & Maint. Svcs	101-4010-4011-8100-000	63.90
Inv 15565 Total			63.90
Inv	15578		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2017	PD Unit# 0908 A/C System Maint. & Motor Oil Svc	101-4010-4011-8100-000	114.48
Inv 15578 Total			114.48
Inv	15587		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Transit Van# 79 45 Day Inspection, Oil Change & Light BulbChang	207-8030-8025-8100-000	123.93
Inv 15587 Total			123.93
Inv	15589		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	PD Unit# 1407 Replace Engine Trans. Axle Mount	101-4010-4011-8100-000	531.25
Inv 15589 Total			531.25

200488 Total:	1,017.54
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JSAR4011 - Jack's Auto Repair Total:	1,017.54
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JHMS8020 - JHM Supply Line Item Account

200489 11/01/2017

Inv 107962/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Citywide Parks Div. Irrigation Supplies	215-6010-6416-8180-000	97.49

Inv 107962/1 Total	97.49
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Inv 108233/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Citywide Parks Div. Irrigation Supplies	215-6010-6416-8180-000	165.54

Inv 108233/1 Total	165.54
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Inv 108252/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Citywide Parks Div. Irrigation Supplies	215-6010-6416-8180-000	157.16

Inv 108252/1 Total	157.16
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Inv 114371/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2017	Citywide Parks Div. Irrigation Supplies	215-6010-6416-8180-000	191.64
09/11/2017	Citywide Irrigation Supplies	101-6010-6410-8020-000	203.66

Inv 114371/1 Total	395.30
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Inv 114793/1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Citywide Parks Div. Irrigation Supplies	215-6010-6416-8180-000	232.49

Inv 114793/1 Total	232.49
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200489 Total:	1,047.98
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JHMS8020 - JHM Supply Total:	1,047.98
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KLSR8032 - Kidz Love Soccer Line Item Account

200490 11/01/2017

Inv Fall 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Instructor Soccer Classes	101-8030-8032-8267-000	269.75

Inv Fall 2017 Total	269.75
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Check Number	Check Date		Amount
200490 Total:			269.75
KLSR8032 - Kidz Love Soccer Total:			269.75
ARKM3012 - Kim, Aerin Line Item Account			
200491	11/01/2017		
Inv	10/10/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 10/10/17 Total			100.00
200491 Total:			100.00
ARKM3012 - Kim, Aerin Total:			100.00
KOAC6010 - KOA Line Item Account			
200492	11/01/2017		
Inv	JB53100x12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Historic Resource Evaluation Report Svcs 9/4-10/1/17	277-6010-6011-8170-000	1,412.49
10/18/2017	HSIP Crosswalks Engineering Designs 9/4-10/1/17	277-6010-6011-8170-000	2,187.51
Inv JB53100x12 Total			3,600.00
Inv	JB73058x1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/24/2017	Engineering Design Svcs-Fair Oaks Ave. Traffic Signal 7/17	207-9000-9192-9192-000	5,355.00
Inv JB73058x1 Total			5,355.00
Inv	JB73058x1B		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/24/2017	Engineering Design Svcs-Fair Oaks Ave. Traffic Signal 7/17	277-9000-9192-9192-000	4,337.50
Inv JB73058x1B Total			4,337.50
Inv	JB73058x2		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	Engineering Design Svcs-Fair Oaks Ave. Traffic Signal 8/17	207-9000-9192-9192-000	17,402.50
Inv JB73058x2 Total			17,402.50
Inv	JB73058x2B		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	Engineering Design Svcs-Fair Oaks Ave. Traffic Signal 8/17	277-9000-9192-9192-000	4,440.00
Inv JB73058x2B Total			4,440.00

Check Number	Check Date		Amount
200492 Total:			35,135.00
KOAC6010 - KOA Total:			35,135.00
LATS2011 - L.A. Times Line Item Account			
200493	11/01/2017		
Inv	10004495887		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	LA Times of 2 Subscriptions 10/28/17-10/29/18	101-8010-8011-8030-000	1,040.00
Inv 10004495887 Total			1,040.00
200493 Total:			1,040.00
LATS2011 - L.A. Times Total:			1,040.00
CLADPW - L.A.C. Dept. of Public Works Line Item Account			
200494	11/01/2017		
Inv	REPW17091201595		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Engineering Professional Svcs Customer# C000176	101-6010-6011-8170-000	1,971.85
Inv REPW17091201595 Total			1,971.85
200494 Total:			1,971.85
CLADPW - L.A.C. Dept. of Public Works Total:			1,971.85
LOSS011 - L.A.C. Fire Dept. Line Item Account			
200495	11/01/2017		
Inv	IN0267799		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Underground Storage Tank 7/1/17-6/30/18	101-6010-6011-8100-000	47.86
10/20/2017	Underground Storage Tank 7/1/17-6/30/18	101-4010-4011-8105-000	2,057.98
10/20/2017	Underground Storage Tank 7/1/17-6/30/18	101-2010-2011-8100-000	47.86
10/20/2017	Underground Storage Tank 7/1/17-6/30/18	101-5010-5011-8105-000	191.44
10/20/2017	Underground Storage Tank 7/1/17-6/30/18	101-7010-7011-8100-000	47.86
Inv IN0267799 Total			2,393.00
200495 Total:			2,393.00
LOSS011 - L.A.C. Fire Dept. Total:			2,393.00
LTAP5500 - L.A.C. M. T. A. Line Item Account			
200496	11/01/2017		

Check Number	Check Date		Amount
Inv 101199			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Metro Passes	205-0000-0000-5500-000	530.00
10/11/2017	Metro Passes	205-8030-8024-8250-000	530.00
Inv 101199 Total			1,060.00
200496 Total:			1,060.00
LTAP5500 - L.A.C. M. T. A. Total:			1,060.00
LOS2227 - L.A.C. Registrar-Recorder Line Item Account			
200497	11/01/2017		
Inv 15302			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2017	Notice of Exemption - El Centro Street Improvement Project	101-6010-6011-8020-000	75.00
Inv 15302 Total			75.00
200497 Total:			75.00
LOS2227 - L.A.C. Registrar-Recorder Total:			75.00
CUR7778 - L.N. Curtis & Sons Line Item Account			
200498	11/01/2017		
Inv 117471			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2017	FD Emergency Equipment	101-5010-5012-8020-000	26.34
Inv 117471 Total			26.34
200498 Total:			26.34
CUR7778 - L.N. Curtis & Sons Total:			26.34
LDCR6410 - LandCare USA LLC Line Item Account			
200499	11/01/2017		
Inv 95239			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Irrigation Replacement Sept 2017	215-6010-6416-8180-000	3,675.00
09/30/2017	Irrigation Replacement Sept 2017	232-6010-6417-8180-000	765.00
09/30/2017	Irrigation Replacement Sept 2017	101-6010-6410-8180-000	14,138.00
Inv 95239 Total			18,578.00
200499 Total:			18,578.00

Check Number	Check Date		Amount
LDCR6410 - LandCare USA LLC Total:			18,578.00
JRLW4610 - Law, Jordan Line Item Account			
200500	11/01/2017		
Inv	233123543		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Refund Citation	101-0000-0000-4610-000	48.00
Inv 233123543 Total			48.00
200500 Total:			48.00
JRLW4610 - Law, Jordan Total:			48.00
LAW6711 - Lawn Mower Corner Line Item Account			
200501	11/01/2017		
Inv	7635		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	FD Equipment Chain Saw	101-5010-5011-8110-000	1,419.16
Inv 7635 Total			1,419.16
200501 Total:			1,419.16
LAW6711 - Lawn Mower Corner Total:			1,419.16
TGTL5270 - Li, Tongtong Line Item Account			
200502	11/01/2017		
Inv	R85564		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Refund Cancelled After School Camp Med	101-0000-0000-5270-001	240.00
Inv R85564 Total			240.00
200502 Total:			240.00
TGTL5270 - Li, Tongtong Total:			240.00
LIFE822 - Life-Assist Inc. Line Item Account			
200503	11/01/2017		
Inv	821184		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	FD Medical Supplies	101-5010-5011-8025-000	175.02
Inv 821184 Total			175.02

Check Number	Check Date		Amount
200503 Total:			175.02
LIFE822 - Life-Assist Inc. Total:			175.02
MRGL7000 - Lin, Margaret Line Item Account			
200504	11/01/2017		
Inv	10/4-5/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Reimb. Transporation To & From CA Bike Summit	101-2010-2021-8090-000	133.43
Inv 10/4-5/17 Total			133.43
200504 Total:			133.43
MRGL7000 - Lin, Margaret Total:			133.43
LACG1011 - Los Angeles Community Garden Council Line Item Account			
200505	11/01/2017		
Inv	2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Plot Application Fee for Teen Center - 1st Installment	101-8030-8032-8020-000	30.00
Inv 2017 Total			30.00
200505 Total:			30.00
LACG1011 - Los Angeles Community Garden Council Total:			30.00
LPC4011 - Lynn Peavey Company Line Item Account			
200506	11/01/2017		
Inv	336920		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	PD Evidence Room Supplies	101-4010-4011-8020-000	147.25
Inv 336920 Total			147.25
200506 Total:			147.25
LPC4011 - Lynn Peavey Company Total:			147.25
MBFEC106 - Marx Bros. Fire Extinguisher Co. Line Item Account			
200507	11/01/2017		
Inv	190921		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	FD Svc Performed on Fire Extinguishers Maint.	101-5010-5011-8110-000	65.00

Check Number	Check Date		Amount
Inv 190921	Total		65.00
200507 Total:			65.00
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:			65.00
ARTM4010 - Miller, Arthur Line Item Account			
200508	11/01/2017		
Inv	10/18/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2017	Reimb. Parking, Gas & Meals for Court Case Appearances	101-4010-4011-8090-000	239.59
Inv 10/18/17 Total			239.59
200508 Total:			239.59
ARTM4010 - Miller, Arthur Total:			239.59
LSMS5270 - Morales, Leslie Line Item Account			
200509	11/01/2017		
Inv	R85569		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Refund Cancelled After School Camp Med	101-0000-0000-5270-001	160.00
Inv R85569 Total			160.00
200509 Total:			160.00
LSMS5270 - Morales, Leslie Total:			160.00
MOR2900 - Morrow & Holman Plumbing Inc Line Item Account			
200510	11/01/2017		
Inv	P-10-3906		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	PD Jail Toilet Clearance Svc	101-6010-6601-8120-000	115.00
Inv P-10-3906 Total			115.00
200510 Total:			115.00
MOR2900 - Morrow & Holman Plumbing Inc Total:			115.00
NGSI6010 - Natural Gas Systems Inc. Line Item Account			
200511	11/01/2017		
Inv	4921		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/02/2017	CNG Station Monthly Maint. 9/17	207-8030-8025-8100-000	375.00
Inv 4921 Total			375.00
200511 Total:			375.00
NGSI6010 - Natural Gas Systems Inc. Total:			375.00
OFF4011 - Office Solutions Line Item Account			
200512	11/01/2017		
Inv	I-01243621		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	PD Office Supplies	101-4010-4011-8000-000	95.62
10/05/2017	PD Office Supplies	101-4010-4011-8020-000	314.78
Inv I-01243621 Total			410.40
Inv	I-01247699		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	PD Office Supplies	101-4010-4011-8020-000	101.33
Inv I-01247699 Total			101.33
200512 Total:			511.73
OFF4011 - Office Solutions Total:			511.73
OHDD4010 - OHD Line Item Account			
200513	11/01/2017		
Inv	54294		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	PD Annual Calibration Respirator Fit Test Machine	101-4010-4011-8020-000	890.00
Inv 54294 Total			890.00
200513 Total:			890.00
OHDD4010 - OHD Total:			890.00
ONSP2013 - Onshine Photobooth Line Item Account			
200514	11/01/2017		
Inv	12/9/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Breakfast w/Santa Photo Booth 12/9/17	101-8030-8032-8264-000	199.00
Inv 12/9/17 Total			199.00

Check Number	Check Date		Amount
200514 Total:			199.00
ONSP2013 - Onshine Photobooth Total:			199.00
PMHE6116 - Pape Material Handling Exchange Line Item Account			
200515	11/01/2017		
Inv	6328036		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2017	Yard Forklift Repairs	230-6010-6116-8110-000	33.74
09/17/2017	Yard Forklift Repairs	101-6010-6410-8100-000	33.75
09/17/2017	Yard Forklift Repairs	101-6010-6601-8110-000	33.74
09/17/2017	Yard Forklift Repairs	500-6010-6710-8110-000	33.74
Inv 6328036 Total			134.97
200515 Total:			134.97
PMHE6116 - Pape Material Handling Exchange Total:			134.97
PHS4011 - Pasadena Humane Society Line Item Account			
200516	11/01/2017		
Inv	October 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	PD Animal Control Svcs Oct 2017	101-4010-4011-8180-000	10,124.50
Inv October 2017 Total			10,124.50
200516 Total:			10,124.50
PHS4011 - Pasadena Humane Society Total:			10,124.50
PCRI7101 - Personal Court Reporters Inc. Line Item Account			
200517	11/01/2017		
Inv	100909		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Transcribing Svcs - SP CC Mtg 9/6/17	101-7010-7011-8170-000	574.50
Inv 100909 Total			574.50
200517 Total:			574.50
PCRI7101 - Personal Court Reporters Inc. Total:			574.50
PHOE4610 - Phoenix Group Information Systems Line Item Account			
200518	11/01/2017		

Check Number	Check Date		Amount
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Inv 092017184

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2017	PD Citation/Permit Processing 9/17	101-0000-0000-4460-000	479.50
10/17/2017	PD Citation/Permit Processing 9/17	101-0000-0000-4610-000	2,195.93

Inv 092017184 Total 2,675.43

200518 Total: 2,675.43

PHOE4610 - Phoenix Group Information Systems Total: 2,675.43

PBGF8031 - Pitney Bowes Global Fin. Svc LLC Line Item Account

200519 11/01/2017

Inv 3101645311

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Lease of Postage Meter Machine 7/30-10/29/17	207-8030-8025-8300-000	64.13
09/30/2017	Lease of Postage Meter Machine 7/30-10/29/17	101-8030-8031-8300-000	64.13
09/30/2017	Lease of Postage Meter Machine 7/30-10/29/17	101-8030-8021-8300-000	64.14
09/30/2017	Lease of Postage Meter Machine 7/30-10/29/17	101-8030-8032-8300-000	64.13

Inv 3101645311 Total 256.53

200519 Total: 256.53

PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total: 256.53

TNPL8267 - Plasil, Anton Line Item Account

200520 11/01/2017

Inv Oct 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Ballroom Dance Class	101-8030-8021-8267-000	184.80

Inv Oct 2017 Total 184.80

Inv Oct 2017*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Ballroom Dance Class	101-8030-8021-8267-000	184.80

Inv Oct 2017* Total 184.80

200520 Total: 369.60

TNPL8267 - Plasil, Anton Total: 369.60

PODV8267 - Podvoll, Candace Line Item Account

200521 11/01/2017

Inv Oct 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
10/20/2017	Instructor Mediation Class	101-8030-8021-8267-000	99.20
Inv Oct 2017 Total			99.20
Inv Oct 2017*			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Meditation Class	101-8030-8021-8267-000	99.20
Inv Oct 2017* Total			99.20
200521 Total:			198.40
PODV8267 - Podvoll, Candace Total:			198.40
POS5265 - Post Alarm Systems Line Item Account			
200522	11/01/2017		
Inv 1005773			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Camp Med Monitoring Svc 11/17	101-8030-8032-8180-000	97.54
Inv 1005773 Total			97.54
Inv 1010287			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	WMB Monitoring Fee 11/17	101-8030-8031-8180-000	48.77
Inv 1010287 Total			48.77
200522 Total:			146.31
POS5265 - Post Alarm Systems Total:			146.31
PCLS6711 - Process Solutions Inc. Line Item Account			
200523	11/01/2017		
Inv 0001805			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	Maint. OnSite Chlorine Generation System @ Wilson Reservoir	500-6010-6711-8110-000	500.00
Inv 0001805 Total			500.00
200523 Total:			500.00
PCLS6711 - Process Solutions Inc. Total:			500.00
RMSE2925 - Randall B. Montgomery Stone Engraving Line Item Account			
200524	11/01/2017		

Check Number	Check Date		Amount
Inv	7613		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	On-Site Engraving of Boulder @ Healing Garden	101-0000-0000-2925-001	275.00
Inv 7613 Total			275.00
200524 Total:			275.00
RMSE2925 - Randall B. Montgomery Stone Engraving Total:			275.00
RED8995 - Red Wing Shoe Store Line Item Account			
200525	11/01/2017		
Inv	00000022-015		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2017	Safety Boots - Eddie Munoz	230-6010-6116-8134-000	250.00
Inv 00000022-015 Total			250.00
200525 Total:			250.00
RED8995 - Red Wing Shoe Store Total:			250.00
RIPU8540 - Roadline Products Inc. USA Line Item Account			
200526	11/01/2017		
Inv	13628		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Type A & Type B Street Markers	230-6010-6116-8020-000	421.71
Inv 13628 Total			421.71
Inv	13629		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2017	Fast Dry White Paint	230-6010-6116-8020-000	478.35
10/10/2017	Fast Dry White Paint	230-6010-6116-8020-000	479.45
Inv 13629 Total			957.80
Inv	13635		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Type A Ceramic Marker & Fast Dry White Paint	230-6010-6116-8020-000	438.27
Inv 13635 Total			438.27
200526 Total:			1,817.78
RIPU8540 - Roadline Products Inc. USA Total:			1,817.78

Check Number	Check Date		Amount
VIRB8267 - Robles, Vivian Line Item Account			
200527	11/01/2017		
Inv	Oct 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Line Dance Class	101-8030-8021-8267-000	680.00
Inv Oct 2017 Total			680.00
Inv	Oct 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Line Dance Classes	101-8030-8021-8267-000	680.00
Inv Oct 2017* Total			680.00
200527 Total:			1,360.00
VIRB8267 - Robles, Vivian Total:			1,360.00
SETR2920 - Rutter, Stephanie Line Item Account			
200528	11/01/2017		
Inv	R85563		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Refund Youth House Deposit Rental 9/30/17	101-0000-0000-2920-000	250.00
Inv R85563 Total			250.00
200528 Total:			250.00
SETR2920 - Rutter, Stephanie Total:			250.00
SOU5254 - S.P.Police Reserves Line Item Account			
200529	11/01/2017		
Inv	392025		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	SPHS Basketball Game 1/2017 & 2/2017	101-0000-0000-5230-001	625.00
Inv 392025 Total			625.00
200529 Total:			625.00
SOU5254 - S.P.Police Reserves Total:			625.00
SOU5250 - S.P.Review & The Quarterly Magazine Line Item Account			
200530	11/01/2017		
Inv	163910		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Notice Street Improvement Project - El Centro Street	104-9000-9203-9203-000	420.00

Check Number	Check Date		Amount
Inv 163910 Total			420.00
Inv J63941			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Notice Fee Schedule 10/6/17 Ads	101-8030-8032-8040-000	101.25
Inv J63941 Total			101.25
200530 Total:			521.25
SOU5250 - S.P.Review & The Quarterly Magazine Total:			521.25
SAN7775 - San Bernardino Sheriff's Dept Line Item Account			
200531	11/01/2017		
Inv 5/15-26/17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	PD Training Registration - Ofer. Earley	101-4010-4011-8210-000	1,500.00
Inv 5/15-26/17 Total			1,500.00
200531 Total:			1,500.00
SAN7775 - San Bernardino Sheriff's Dept Total:			1,500.00
SGVMC111 - San Gabriel Valley Medical Center Line Item Account			
200532	11/01/2017		
Inv 804363			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	PD Blood Alcohol w/Drawal Raymond Soto	101-4010-4011-8170-000	48.00
Inv 804363 Total			48.00
Inv 804536			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2017	PD Blood Alcohol w/Drawal-Karl Rollert	101-4010-4011-8170-000	48.00
Inv 804536 Total			48.00
Inv 804845			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2017	PD Blood Alcohol w/Drawal-Oscar Arrellano	101-4010-4011-8170-000	48.00
Inv 804845 Total			48.00
Inv 805248			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/29/2017	PD Blood Alcohol w/Drawal-Jose Omar Diaz Gleason	101-4010-4011-8170-000	48.00
Inv 805248 Total			48.00

Check Number	Check Date	Amount
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200532 Total:

192.00

SGVMC111 - San Gabriel Valley Medical Center Total:

192.00

SAN4958 - San Marino Security System Line Item Account

200533 11/01/2017

Inv 00108437

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Orange Grove, WMB & Garfield YH Monitoring Jul-Sep 2017	101-8030-8031-8180-000	621.00
10/05/2017	Orange Grove, WMB & Garfield YH Monitoring Jul-Sep 2017	101-8030-8032-8180-000	207.00

Inv 00108437 Total 828.00

200533 Total:

828.00

SAN4958 - San Marino Security System Total:

828.00

SCF1400 - SC Fuels Line Item Account

200534 11/01/2017

Inv 0996486

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	Fuel for City Vehicles	101-6010-6011-8100-000	113.20
10/11/2017	Fuel for City Vehicles	101-7010-7011-8100-000	113.20
10/11/2017	Fuel for City Vehicles	101-4010-4011-8105-000	4,867.47
10/11/2017	Fuel for City Vehicles	101-5010-5011-8105-000	452.79
10/11/2017	Fuel for City Vehicles	101-2010-2011-8100-000	113.20

Inv 0996486 Total 5,659.86

200534 Total:

5,659.86

SCF1400 - SC Fuels Total:

5,659.86

SNSC5270 - Scavo, Shannon Line Item Account

200535 11/01/2017

Inv R85567

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Refund Pre Soccer Class	101-0000-0000-5270-002	68.00

Inv R85567 Total 68.00

200535 Total:

68.00

SNSC5270 - Scavo, Shannon Total:

68.00

Check Number	Check Date		Amount
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SDSI0107 - Security Design Systems, Inc. Line Item Account

200536 11/01/2017

Inv 213444

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	PD Cameras & Maint. Svcs 11/17	101-4010-4011-8110-000	65.18

Inv 213444 Total 65.18

Inv 213445

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	PD Cameras & Maint. Svcs 11/17	101-4010-4011-8110-000	30.00

Inv 213445 Total 30.00

Inv 213446

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	PD Cameras & Maint. Svcs 11/17	101-4010-4011-8110-000	145.00

Inv 213446 Total 145.00

Inv 213447

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	PD Cameras & Maint. Svcs 11/17	101-4010-4011-8110-000	113.00

Inv 213447 Total 113.00

200536 Total: 353.18

SDSI0107 - Security Design Systems, Inc. Total:

353.18

SEL6010 - Selco Battery Co. Line Item Account

200537 11/01/2017

Inv 1890

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2017	Replacement Battery for Fire Alarm @ Grand Reservoir	500-6010-6711-8020-000	25.00

Inv 1890 Total 25.00

200537 Total: 25.00

SEL6010 - Selco Battery Co. Total:

25.00

SRTO4011 - Serrato & Associates, Inc. Line Item Account

200538 11/01/2017

Inv 11/9/17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	PD Training Registration - Ofcr. Zamora	101-4010-4011-8200-000	65.00

Inv 11/9/17 Total 65.00

Check Number	Check Date	Amount
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200538 Total:	65.00
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SRTO4011 - Serrato & Associates, Inc. Total:	65.00
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MUKS5265 - Shah, Muktida Line Item Account

200539 11/01/2017

Inv R82275

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Refund Lake Arrowhead Trip	101-0000-0000-5265-004	20.00

Inv R82275 Total	20.00
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200539 Total:	20.00
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MUKS5265 - Shah, Muktida Total:	20.00
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SHI5011 - Shift Calendars Inc Line Item Account

200540 11/01/2017

Inv 21515

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	FD Dept. Supplies	101-5010-5011-8020-000	469.60

Inv 21515 Total	469.60
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200540 Total:	469.60
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SHI5011 - Shift Calendars Inc Total:	469.60
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SHO6666 - Shono, Jean Line Item Account

200541 11/01/2017

Inv Oct 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Crochet Class	101-8030-8021-8267-000	52.00

Inv Oct 2017 Total	52.00
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Inv Oct 2017*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Crochet Class	101-8030-8021-8267-000	52.00

Inv Oct 2017* Total	52.00
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200541 Total:	104.00
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SHO6666 - Shono, Jean Total:	104.00
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SHO7777 - Showcases Line Item Account

200542 11/01/2017

Inv 302461

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	Tech. Supplies	101-8010-8011-8020-000	146.88
10/04/2017	Tech. Supplies	101-0000-0000-2700-000	-11.88

Inv 302461 Total 135.00

Inv 302471

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Tech. Supplies	101-0000-0000-2700-000	-13.47
10/05/2017	Tech. Supplies	101-8010-8011-8020-000	166.61

Inv 302471 Total 153.14

200542 Total: 288.14

SHO7777 - Showcases Total: 288.14

WLST8267 - Shuttic, William Line Item Account

200543 11/01/2017

Inv Oct 2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Self Defense Class	101-8030-8021-8267-000	150.00

Inv Oct 2017 Total 150.00

Inv Oct 2017*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Self Defense Class	101-8030-8021-8267-000	150.00

Inv Oct 2017* Total 150.00

200543 Total: 300.00

WLST8267 - Shuttic, William Total: 300.00

REP6115 - Siemens Industry Inc. Line Item Account

200544 11/01/2017

Inv 5610065244

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2017	Huntington & Fair Oaks Controller Repair	215-6010-6201-8170-000	1,285.29

Inv 5610065244 Total 1,285.29

200544 Total: 1,285.29

REP6115 - Siemens Industry Inc. Total: 1,285.29

SWTL9399 - Southwest Pipeline & Trenchless Corp. Line Item Account

200545 11/01/2017
 Inv #16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2017	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	260,930.52
Inv #16 Total			260,930.52

200545 Total: 260,930.52

SWTL9399 - Southwest Pipeline & Trenchless Corp. Total: 260,930.52

STA5219 - Staples Business Advantage Line Item Account

200546 11/01/2017
 Inv 3348845207

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	195.96
Inv 3348845207 Total			195.96

Inv 3348845208

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	311.01
08/09/2017	Mgmt Svcs Office Supplies	101-1010-1011-8020-000	48.54
Inv 3348845208 Total			359.55

Inv 3348845209

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Mgmt Svcs Office Supplies	101-2010-2011-8020-000	427.18
Inv 3348845209 Total			427.18

Inv 3348845210

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/09/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	224.60
Inv 3348845210 Total			224.60

Inv 3349488234

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/16/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	54.37
Inv 3349488234 Total			54.37

Check Number	Check Date		Amount
Inv	3352252764		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2017	Library Office Supplies	101-8010-8011-8000-000	111.73
Inv 3352252764 Total			111.73
Inv	3352252768		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2017	Library Office Supplies	101-8010-8011-8000-000	40.91
Inv 3352252768 Total			40.91
Inv	3352493024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2017	Library Office Supplies	101-8010-8011-8000-000	178.33
Inv 3352493024 Total			178.33
Inv	3352556446		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	Mgmt Svcs Office Supplies	101-2010-2011-8000-000	291.95
09/14/2017	Mgmt Svcs Office Supplies	101-1020-1022-8170-000	668.14
Inv 3352556446 Total			960.09
Inv	3352556447		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	Rec Office Supplies	101-8030-8032-8000-000	19.64
Inv 3352556447 Total			19.64
Inv	3352556448		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2017	Rec Office Supplies	101-8030-8032-8000-000	25.32
Inv 3352556448 Total			25.32
Inv	3352672002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Library Office Supplies	101-8010-8011-8000-000	57.88
Inv 3352672002 Total			57.88
Inv	3352672004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/15/2017	Library Office Supplies	101-8010-8011-8000-000	30.58
Inv 3352672004 Total			30.58
Inv	3352672005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
09/15/2017	Library Office Supplies	101-8010-8011-8000-000	30.58
Inv 3352672005	Total		30.58
Inv 3352870157			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2017	Library Office Supplies	101-8010-8011-8000-000	27.20
Inv 3352870157	Total		27.20
Inv 3352870161			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2017	Library Office Supplies	101-8010-8011-8000-000	248.99
Inv 3352870161	Total		248.99
Inv 3353166546			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2017	Library Office Supplies	101-8010-8011-8000-000	11.57
Inv 3353166546	Total		11.57
Inv 3353322618			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Mgmt Svcs Office Supplies	101-1020-1021-8000-000	18.55
Inv 3353322618	Total		18.55
Inv 3353322622			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Library Office Supplies	101-8010-8011-8000-000	41.88
Inv 3353322622	Total		41.88
Inv 3353322623			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2017	Rec Office Supplies	101-8030-8032-8000-000	62.99
Inv 3353322623	Total		62.99
Inv 3353822509			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2017	Yard Office Supplies	500-6010-6711-8020-000	10.22
09/27/2017	Yard Office Supplies	230-6010-6116-8020-000	10.22
09/27/2017	Yard Office Supplies	101-6010-6011-8020-000	10.22
09/27/2017	Yard Office Supplies	210-6010-6501-8020-000	10.22
09/27/2017	Yard Office Supplies	101-6010-6601-8020-000	10.22
09/27/2017	Yard Office Supplies	215-6010-6201-8020-000	10.22
09/27/2017	Yard Office Supplies	500-6010-6711-8020-000	10.22
09/27/2017	Yard Office Supplies	215-6010-6310-8020-000	10.22
09/27/2017	Yard Office Supplies	101-6010-6410-8020-000	10.22
Inv 3353822509	Total		91.98

Check Number	Check Date		Amount
Inv	3353906815		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Library Office Supplies	101-8010-8011-8000-000	39.75
Inv 3353906815 Total			39.75
Inv	3353906816		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Library Office Supplies	101-8010-8011-8000-000	17.47
Inv 3353906816 Total			17.47
Inv	3353906817		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Plan/Bldg Office Supplies	101-7010-7011-8000-000	179.46
Inv 3353906817 Total			179.46
Inv	3354296666		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Library Office Supplies	101-8010-8011-8020-000	68.82
Inv 3354296666 Total			68.82
Inv	3354296682		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Sr. Center Office Supplies	101-8030-8021-8000-000	6.54
Inv 3354296682 Total			6.54
Inv	3354983582		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Recreation Office Supplies	101-8030-8032-8000-000	158.82
Inv 3354983582 Total			158.82
Inv	3355275683		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Finance Office Supplies	101-3010-3011-8020-000	29.37
Inv 3355275683 Total			29.37
Inv	3355275684		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2017	Finance Office Supplies	101-3010-3011-8000-000	135.75
Inv 3355275684 Total			135.75
Inv	3355444880		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/07/2017	PD Office Supplies	101-4010-4011-8000-000	93.02
Inv 3355444880 Total			93.02
200546 Total:			3,948.88
STA5219 - Staples Business Advantage Total:			3,948.88
SUL2103 - Sully-Miller Contracting Co. Line Item Account			
200547	11/01/2017		
Inv	#1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2017	Arroyo Seco Bike & Pedestrian Trail Construction	101-9000-9160-9160-000	64,609.26
09/07/2017	Arroyo Seco Bike & Pedestrian Trail Construction	101-9000-9160-9160-000	62,500.00
09/07/2017	Arroyo Seco Bike & Pedestrian Trail Construction	218-9000-9160-9160-000	49,400.00
09/07/2017	Arroyo Seco Bike & Pedestrian Trail Construction	238-9000-9160-9160-000	29,786.91
Inv #1 Total			206,296.17
200547 Total:			206,296.17
SUL2103 - Sully-Miller Contracting Co. Total:			206,296.17
SCRR4010 - Superior Court of CA, County of LA Line Item Account			
200548	11/01/2017		
Inv	Sept 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2017	PD Court Fees 9/17	101-0000-0000-4610-000	15,202.50
Inv Sept 2017 Total			15,202.50
200548 Total:			15,202.50
SCRR4010 - Superior Court of CA, County of LA Total:			15,202.50
SPWS8020 - SupplyWorks Line Item Account			
200549	11/01/2017		
Inv	415391713		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2017	Library Janitorial Supplies	101-8010-8011-8120-000	379.73
Inv 415391713 Total			379.73
200549 Total:			379.73
SPWS8020 - SupplyWorks Total:			379.73

TCGS3012 - The Corporate Gift Services Line Item Account

200550	11/01/2017		
Inv	25113		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2017	2017 WaterFest. Giveaways Logo Imprinted Frisbees & Pens	500-3010-3012-8032-000	670.00
Inv 25113 Total			670.00
Inv	25118		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	2017 WaterFest. Giveaways Logo Imprinted Frisbees & Pens	500-3010-3012-8032-000	410.55
Inv 25118 Total			410.55
200550 Total:			1,080.55

TCGS3012 - The Corporate Gift Services Total: 1,080.55

NYT8011 - The New York Times Line Item Account

200551	11/01/2017		
Inv	894600386		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2017	New York Times Subscription 9/15/17-9/13/18	101-8010-8011-8030-000	1,058.08
Inv 894600386 Total			1,058.08
200551 Total:			1,058.08

NYT8011 - The New York Times Total: 1,058.08

TRE9241 - Trench Shoring Line Item Account

200552	11/01/2017		
Inv	1094126-0009		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	K Rail Rental for Hanscom Dr. Wall	230-6010-6116-8020-000	126.00
Inv 1094126-0009 Total			126.00
200552 Total:			126.00

TRE9241 - Trench Shoring Total: 126.00

UCL6115 - UCLA Center for Prehospital Care Line Item Account

200553	11/01/2017		
Inv	90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/01/2017	FD Education & Training 10/17	101-5010-5011-8170-000	1,928.08
Inv 90 Total			1,928.08
200553 Total:			1,928.08
UCL6115 - UCLA Center for Prehospital Care Total:			1,928.08
ULIN8021 - ULINE Line Item Account			
200554	11/01/2017		
Inv	90882441		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2017	Comm. Svcs Supplies	101-8030-8021-8020-000	443.22
Inv 90882441 Total			443.22
200554 Total:			443.22
ULIN8021 - ULINE Total:			443.22
UND6710 - Underground Service Alert Line Item Account			
200555	11/01/2017		
Inv	920170689		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Underground Svc Alerts 9/17	500-6010-6710-8020-000	130.45
Inv 920170689 Total			130.45
200555 Total:			130.45
UND6710 - Underground Service Alert Total:			130.45
UQMS8010 - Unique Mgmt Svcs Inc. Line Item Account			
200556	11/01/2017		
Inv	451419		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Recovering Agency Svcs 9/17	101-8010-8011-8180-000	250.60
Inv 451419 Total			250.60
200556 Total:			250.60
UQMS8010 - Unique Mgmt Svcs Inc. Total:			250.60
POR4707 - United Site Services, Inc. Line Item Account			
200557	11/01/2017		

Check Number	Check Date		Amount
Inv	114-5855566		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/29/2017	Portable Toilet Svc @ Skate Park 9/12-10/9/17	101-8030-8032-8180-000	302.46
Inv 114-5855566 Total			302.46
Inv	114-5906507		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Skate Park Portable Toilet Svc 10/10-11/6/17	101-8030-8032-8180-000	302.59
Inv 114-5906507 Total			302.59
200557 Total:			605.05
POR4707 - United Site Services, Inc. Total:			605.05
UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account			
200558	11/01/2017		
Inv	2/08-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Water Supply 8/17 Kollie Ave./Monterey Rd.	500-6010-6711-8231-000	17,312.00
Inv 2/08-17 Total			17,312.00
200558 Total:			17,312.00
UPP7789 - Upper S.G.Mun. Water Dist. Total:			17,312.00
VVLC5270 - Valencia, Veronica Line Item Account			
200559	11/01/2017		
Inv	R85566		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2017	Reimb. Park Rsvp Refund	101-0000-0000-5270-005	75.00
Inv R85566 Total			75.00
200559 Total:			75.00
VVLC5270 - Valencia, Veronica Total:			75.00
VCMT6010 - Valley Construction Mgmt Line Item Account			
200560	11/01/2017		
Inv	SD0625-18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2017	Swr Rehab. & Replacement Project Const.Mgmt & Inspection Svcs9	310-6010-6501-8170-000	5,835.00
Inv SD0625-18 Total			5,835.00

Check Number	Check Date		Amount
200560 Total:			5,835.00
VCMT6010 - Valley Construction Mgmt Total:			5,835.00
WES4152 - West Coast Arborists, Inc. Line Item Account			
200561	11/01/2017		
Inv	130438		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Citywide Emergency Svcs 9/16-30/17	215-6010-6310-8180-000	7,805.50
Inv 130438 Total			7,805.50
Inv	130439		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2017	Arborists Svcs 9/16-30/17	101-6010-6410-8170-000	495.00
Inv 130439 Total			495.00
200561 Total:			8,300.50
WES4152 - West Coast Arborists, Inc. Total:			8,300.50
WIT6353 - Wittman Enterprises LLC Line Item Account			
200562	11/01/2017		
Inv	1709059		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2017	Paramedic Payment 9/17	101-0000-0000-5290-001	3,352.71
Inv 1709059 Total			3,352.71
200562 Total:			3,352.71
WIT6353 - Wittman Enterprises LLC Total:			3,352.71
PUGF8267 - Wong, Pauline Line Item Account			
200563	11/01/2017		
Inv	Oct 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Line Dance Class	101-8030-8021-8267-000	100.00
Inv Oct 2017 Total			100.00
Inv	Oct 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2017	Instructor Line Dance Class	101-8030-8021-8267-000	100.00

Check Number	Check Date		Amount
		Inv Oct 2017* Total	100.00
		Inv Sum 2017	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2017	Instructor Line Dance Classes	101-8030-8032-8267-000	374.40
		Inv Sum 2017 Total	374.40
200563 Total:			574.40
PUFG8267 - Wong, Pauline Total:			574.40
ZUMAR103 - Zumar Industries, Inc. Line Item Account			
200564	11/01/2017		
		Inv 0171544	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2017	Street Name Signs & Hardware Supplies	230-6010-6116-8020-000	95.24
		Inv 0171544 Total	95.24
		Inv 0172404	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/13/2017	Street Name Signs & Hardware Supplies	230-6010-6116-8020-000	416.10
		Inv 0172404 Total	416.10
		Inv 0172408	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2017	Street Name Signs & Hardware Supplies	230-6010-6116-8020-000	132.28
		Inv 0172408 Total	132.28
200564 Total:			643.62
ZUMAR103 - Zumar Industries, Inc. Total:			643.62
Total:			757,394.48

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ATTACHMENT 4
Payroll 10-20-17

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 10.20.17

Account Number	Account Name	11.01.17
101-0000-0000-1010-000	General Fund - Payroll cash	657,221.16
	Other Withholding Payables	\$ 379,328.90
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	277,892.26
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	7,840.27
207-0000-0000-1010-000	Prop C - Payroll Cash	6,600.47
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,749.19
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	7,131.42
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	16,278.44
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	132.66
500-0000-0000-1010-000	Water Fund - Payroll Cash	60,896.13
700-0000-0000-2210-000	Internal Revenue Service	74,325.85
700-0000-0000-2220-000	Employment Development Dept.	24,170.53
700-0000-0000-2230-000	Internal Revenue Service	18,025.26
700-0000-0000-2240-000	PERS Pension	95,167.43
700-0000-0000-2262-000	PERS Health	159,446.39
Total Checks & Direct Deposits		761,656.30
Checks		24,718.58
Direct Deposits		365,802.26
I.R.S Payments		92,351.11
E.D.D.		24,170.53
PERS Pension		95,167.43
PERS Health		159,446.39
		<hr/>
		761,656.30
To 700		745,131.16
Other PR Payable		379,328.90
ACH Payable		365,802.26
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 11.01.17

<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: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager 
FROM: Margaret Lin, Principal Management Analyst *M.L. /m.r.*
SUBJECT: **Second Reading and Adoption of an Ordinance Amending Section 19.55-3 of the South Pasadena Municipal Code to Allow for Overnight Parking at the Mission-Meridian Village Parking Garage**

Recommendation

It is recommended that the City Council adopt an ordinance amending Section 19.55-3 of the South Pasadena Municipal Code (SPMC) to allow for overnight parking at the Mission-Meridian Village (MMV) Parking Garage.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On October 18, 2017, the City Council unanimously introduced the ordinance amending Section 19.55-3 and authorized the City Manager to execute a lease agreement to allow the South Pasadena Municipal Code (SPMC) to park two shuttle vans overnight in the MMV Parking Garage.

Analysis

The LACPW has requested that two shuttle vans be allowed to park overnight in the MMV Parking Garage in order to provide shuttle van service from the Metro Gold Line for their employees. The two shuttle vans would be in operation Monday through Thursday, from 6:00 a.m. to 6:00 p.m. The shuttle vans would be parked in designated spaces overnight and on the weekends. The ordinance would revise the SPMC to allow overnight parking in the MMV Parking Garage with prior written consent from the City Manager. Enabling the LACPW to operate the shuttle van services for their employees will help promote regional connectivity and public transit use.

JAN 13

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: Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTION 19.55-3 OF THE SOUTH PASADENA
MUNICIPAL CODE TO ALLOW FOR OVERNIGHT PARKING
AT THE MISSION-MERIDIAN VILLAGE PARKING GARAGE**

WHEREAS, pursuant to Vehicle Code Section 22519 and South Pasadena Municipal Code (SPMC) Section 19.55-2, the City Council may by resolution prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility which the City of South Pasadena (City) owns or operates; and

WHEREAS, the City owns a parking facility that is part of the Mission-Meridian Village (MMV) Development located at 805 Meridian Avenue; and

WHEREAS, Section 19.55-3 of the SPMC prohibits parking at the MMV Parking Garage between the hours of 2:00 a.m. and 4:00 a.m. Monday through Friday; and

WHEREAS, Section 19.55-4 of the SPMC prohibits parking at the MMV Parking Garage between the hours of 4:00 a.m. and 12:00 p.m. Monday through Friday; except by permit; and

WHEREAS, the primary purpose of the MMV Parking Garage is to provide parking for patrons of the Metro Gold Line and encourage greater utilization of public transit; and

WHEREAS, the second purpose of the MMV Parking Garage is to provide additional public parking for the Mission Street Business District.

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

SECTION 1. The City Council hereby amends Division 1 (Generally) of Article III (Stopping, Standing, and Parking) of Chapter 19 (Motor Vehicles and Traffic) of the SPMC with the following amendment to Section 19.55-3:

19.55-3 Parking prohibited during certain hours in city-owned and operated facility.

It is unlawful for any person to stop, stand, or park a motor vehicle in the city-owned parking structure, located at Mission-Meridian Village (MMV), between

the hours of two a.m. and four a.m. of any given day absent a lease agreement approved by the City Council. (Ord. No. 2265, § 1, 2014.)

SECTION 2. 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 1st day of November, 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 1st day of November, 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 Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: November 1, 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: **Award of Contract to Stantec Consulting Services Inc. to Perform the Professional Engineering Services for the Wilson Well Head Treatment Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 29, 2017 from Stantec Consulting Services Inc. to perform the professional engineering services for the Wilson Well Head Treatment Project (Project) and authorize the City Manager to execute an agreement with Stantec Consulting Services Inc. for a not-to-exceed amount of \$82,792;
2. Reject all other proposals received; and
3. Approve an appropriation in the amount of \$82,792 from the Water Division Operations reserves and authorize the Finance Director to transfer the funds to the Project Account.

Fiscal Impact

This Project has been initiated to address the new water quality regulations approved by the California State Water Resources Control Board (Board) in July 2017 and is not budgeted in the Fiscal Year 2017-18 Budget. Therefore, an appropriation from the Water Division Operations reserves to the Project Account is required to fund the well head treatment design and engineering services.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The City of South Pasadena (City) owns and operates a water utility supplying potable water to over 25,000 residents. The City operates a water utility under a permit from the State Water Resources Control Board (Board) Division of Drinking Water and is required to comply with all Federal and State of California (State) water quality requirements. The City has pumping rights in the Main San Gabriel Basin (Basin) and water supply is obtained from four City-owned ground water wells; three

wells at Wilson Reservoir site in the City of San Gabriel and one well at Graves Reservoir site in the City of San Marino. The City's system has an overall water storage capacity of 13.2 million gallons in five reservoirs and two tanks. Water is delivered through approximately 6,200 water meters that are connected by approximately 70 miles of water pipe located throughout the City.

On July 18, 2017, the Board, Division of Drinking Water modified the drinking water standards by adding 1,2,3 Trichloropropane (1,2,3-TCP) as one of chemicals to be tested and established a new standard Maximum Contamination Limit (MCL) of five (5) parts per trillion (ppt) as an allowable concentration of contaminate in drinking water provided by a public water system (see the attached Board resolution).

1, 2, 3-TCP is a man-made chemical which has been used as a cleaning solvent and has been found in many drinking water sources throughout the State of California. The presence of seven (7) ppt has previously been determined by the Office of Environmental Health Hazard Assessment not to pose a significant risk to health over a lifetime of exposure (70 years) (see the attached Board 1,2,3-TCP Fact Sheet). There is no federal standard for MCL for 1,2,3-TCP. The Board has also established Granular activated carbon (GAC) as the approved Best Available Technology (BAT) for 1,2,3-TCP treatment.

The adopted regulation took effect on October 1, 2017 and public water systems that provide water to the public must begin testing their water samples for 1,2,3-TCP in January 2018. Beginning January 1, 2018, all public water systems exceeding the 1,2,3-TCP MCL will be in violation of the new regulation. The effected public water systems are mandated to bring their water supply in compliance with new regulations by providing appropriate water treatment or explore alternate water supply from an approved water source.

The City groundwater sources Wilson Well #3 and Wilson Well #4, located in the City of San Gabriel, that supply over 95% of City's drinking water have 1,2,3-TCP concentration of 19 ppt and 40 ppt respectively exceeding the recently approved MCL. Staff is working closely with Main San Gabriel Basin Watermaster as well as State Water Resources Board staff to coordinate the design and installation of necessary equipment to meet the required Water Quality standards.

Analysis

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

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

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

To address the 1,2,3-TCP treatment requirements, proposals were solicited from reputable engineering firms having experience in water treatment for the design of a treatment system. Proposals were received from the following three (3) engineering firms:

- Stantec Consulting Services Inc., *Pasadena, CA*
- Stetson Engineering, Inc., *Covina, CA*
- Avocet Environmental, Inc., *Irvine, CA*

Public Works staff reviewed all of the proposals and Stantec Consulting Services Inc. was ranked as the best qualified firm to perform the services, based on a combination of experience, scope of services and Project understanding. Stantec Consulting Services Inc.’s scope of work includes project management, detailed design, engineering cost estimate, and construction documents for the Project. During the initial stages of design, Stantec Consulting Services Inc. will evaluate the method of treatment and confirm if the Project will be categorically exempt from the California Environmental Quality Act (CEQA) or if additional CEQA environmental review will be required. Additional CEQA environmental review is not part of the scope of work in Stantec Consulting Services Inc.’s proposal.

As the implementation of the new regulation is approaching soon, it is recommended to approved a professional services agreement with Stantec Consulting Services Inc. to perform the 1,2,3-TCP treatment design and engineering for Wilson Well #3 and #4. Staff is also exploring potential alternative water supply sources as new equipment may not be operational by the implementation date. Regular updates will be provided to the City Council on as need basis for this critical water division mandated water treatment 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*.

Attachments:

1. Stantec Consulting Services Inc. Professional Services Agreement
2. State Water Resources Control Board Resolution on 1,2,3-TCP Regulations
3. State Water Resources Control Board 1,2,3-TCP Fact Sheet

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ATTACHMENT 1
Stantec Consulting Services Inc.
Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS**

(City of South Pasadena / *Stantec Consulting Services 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 Stantec Consulting Services Inc., a design and consulting company (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*

- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's August 29, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is Anteneh Tesfaye, Water Operations Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is not to exceed eighty two thousand seven hundred and ninety two Dollars (\$82,792).
- 3.6. "Commencement Date": November 1, 2017.
- 3.7. "Termination Date": June 30, 2018

4. TERM

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

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. James (Jim) Borchardt, PE shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their

respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any

claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage that arises out of, pertains to, or relates to Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Consultant to Defend City.** The duty to defend shall be a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5 **Attorney’s Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.6 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.8 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A: VII showing. The Certificate of Insurance must include the following reference: Wilson Well Treatment Design
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate

- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

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

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

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

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Paul Toor, Public Works, 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
Public Works
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant:

James H. Borchardt
300 N Lake Avenue, Suite 400
Pasadena, CA 91101
Telephone: (626) 568-6283

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

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

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

“City”
City of South Pasadena

“Consultant”
Stantec Consulting Services Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A

Scope of Services

Background

The City of South Pasadena has concentrations of 1,2,3-TCP of three times the newly adopted maximum concentration limit (MCL) level in Wilson Wells #3 and #4. In lieu of the upcoming MCL of 5ng/L regulations, the City is looking to retain engineering services to design a facility to lower the TCP to below the required MCL. Stantec has already performed preliminary calculations and a preliminary layout to locate granular activated carbon (GAC) vessels at the Wilson Reservoir site. GAC vessels in a lead-lag configuration has been identified as the best available technology in the State of California to achieve the TCP water quality goal. Due to Stantec's knowledge of the project and the short time frame to implement a treatment system, Stantec will begin by working directly on the 90% design.

Scope

1. Project Management

The scope of this task assumes a three (3) month project schedule. Specific work activities will consist of project administration, progress reports, and quality control.

2. Detailed Design

- a. Stantec will prepare 90% progress drawings and progress specifications, and will draft and complete calculations suitable for the City's review for the 90% set. Drawings and specifications at the 90% level of completion will be complete using standard Stantec design, CAD, and technical specifications. The 90% design package will be submitted as two (2) hard copies and in electronic format.
- b. A workshop will be conducted after submittal to collect comments from the City. The workshop is assumed to take place at the City's offices. Stantec will incorporate approved comments after the detailed design workshop.

3. Final Design

- a. Stantec will prepare 100% design documents consisting of finalized drawings, finalized specifications, and a bid schedule for competitive bidding.
- b. A final workshop will be conducted after initial submittal of the design documents to collect final comments from the City. The meeting is assumed to take place at the City's offices. Stantec will incorporate approved comments after the final workshop.

- c. Stantec will modify the detailed design documents to reflect agreed-upon final review comments from the City, applicable regulatory agencies, and Stantec's quality control review team.
- d. The final design documents will be at the level of completion suitable for public bidding and construction.
- e. Stantec will submit three (3) hard copies and electronic PDF versions of the final design documents for the City advertisement, bid, and award.
- f. Stantec will respond to any questions or clarifications regarding the plans required during the bid phase. Plans shall be updated to incorporate any changes required and issued as a "For Construction Set".

4. Cost Estimate

- a. Stantec will prepare a Class III Opinion of Probable Construction Cost based on the vendor equipment quotes and as defined by the AACE International.

Schedule

The following timeline demonstrates the period of performance for the Project:

- 90% Submittal: 1 month subsequent to Notice-to-Proceed
- Construction Set: 3 months subsequent to Notice-to-Proceed

Drawing List

Stantec assumes the following list of drawings will be sufficient to design the GAC treatment for the TCP removal from Wilson Wells #3 and #4 and will comprise the final list of drawings for this design effort:

Sheet	Drawing	Description
<u>GENERAL</u>		
1	G-1	TITLE SHEET, LOCATION AND VICINITY MAPS, AND DRAWING INDEX
2	G-2	SYMBOLS - 1
3	G-3	ABBREVIATIONS
<u>CIVIL</u>		
4	GC-1	CIVIL GENERAL NOTES
5	GC-2	STANDARD DETAILS - 1
6	GC-3	STANDARD DETAILS - 2
7	C-1	CIVIL SITE PLAN
8	C-2	YARD PIPING PLAN
<u>STRUCTURAL</u>		
9	GS-1	GENERAL STRUCTURAL NOTES
10	GS-2	STANDARD DETAILS - 1
11	S-1	CONCRETE PAD
<u>MECHANICAL</u>		
12	GM-1	MECHANICAL GENERAL NOTES AND ABBREVIATIONS
13	GM-2	MECHANICAL STANDARD DETAILS - 1
14	M-1	MECHANICAL SITE PLAN & SECTION
15	M-2	PROCESS FLOW DIAGRAM
<u>ELECTRICAL</u>		
16	GE-1	GENERAL ELECTRICAL NOTES AND ABBREVIATIONS
17	GE-2	GENERAL ELECTRICAL SYMBOLS - 1
18	GE-3	GENERAL ELECTRICAL SYMBOLS - 2
19	GE-4	STANDARD DETAILS - 1
20	E-1	ELECTRICAL SITE PLAN
21	E-2	LIGHTING FIXTURE AND PANEL SCHEDULE

Exhibit B Approved Fee Schedule

Activity No.	ACTIVITY DESCRIPTION	Contract Hourly Rate								Other Direct Costs (ODCs)		TOTAL PROJECT COST (15% Markup added to Other Direct Costs)
		\$ 290	\$ 240	\$ 200	\$ 160	\$ 135	\$ 125	TOTAL HOURS (Project Engineering / Management)	LABOR FEE (Project Engineering / Management)	\$16.75	Other Direct Costs (ODCs) (Materials, Equipment, Transportation, Lodging, Meals)	
		Company Officer	Principal Professional II	Supervising Professional	Senior Engineer	Professional Engineer	Contract Administrator			CAD		
1.0	Project Management		4	4	20	8	8	44	\$ 7,040	\$ -	\$ 230	\$ 7,270
1.1	Project Administration, Progress Reports, Quality Control				20	4	8	32	\$ 4,740		\$ 230	\$ 4,970
1.2	Progress Reports					4		4	\$ 540			\$ 540
1.4	Quality Control		4	4				8	\$ 1,760			\$ 1,760
2.0	Detailed Design	8	30	84		164		286	\$ 48,460	\$ 1,541	\$ 230	\$ 50,231
2.1	Kickoff Meeting and Site Visit		4	4		4		12	\$ 2,300			\$ 2,300
2.2	90% Design Drawings			40		100		140	\$ 21,500	\$ 1,541	\$ 115	\$ 23,156
2.3	90% Design Specifications			20		40		60	\$ 9,400		\$ 115	\$ 9,515
2.4	90% Design Review Comments	8	24	18		18		68	\$ 14,110			\$ 14,110
2.5	Detailed Design Workshop		2	2		2		6	\$ 1,150			\$ 1,150
3.0	Final Design	4	28	20		78		130	\$ 22,410	\$ 771	\$ 230	\$ 23,411
3.1	100% Design Drawings		4	4		40		48	\$ 7,160	\$ 771	\$ 115	\$ 8,046
3.2	100% Design Specifications		4	4		16		24	\$ 3,920		\$ 115	\$ 4,035
3.3	100% Design Review Comments	4	16	8		16		44	\$ 8,760			\$ 8,760
3.4	Final Design Workshop		2	2		2		6	\$ 1,150			\$ 1,150
3.5	Bid Schedule		2	2		4		8	\$ 1,420			\$ 1,420
4.0	Cost Estimate			4		8		12	\$ 1,880	\$ -	\$ -	\$ 1,880
4.1	Class 3 Cost Estimate			4		8		12	\$ 1,880			\$ 1,880
TOTAL		12	62	112	20	258	8	472	79,790	2,312	690	82,792

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Schedule of Hourly Rates

Billing Classification	Hourly Rate
Principal In Charge / Company Officer	\$290
Project Manager	\$240
Principal Professional II	\$240
Principal Engineer I	\$230
Supervising Engineer	\$200
Project Engineer	\$165
Senior Engineer	\$160
Professional Engineer	\$135
Associate Engineer	\$115
Assistant Engineer	\$105
Contract Administrator	\$125

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ATTACHMENT 2
Board Resolution on 1,2,3-TCP Regulations

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2017-0042**

**ADOPTING THE PROPOSED REGULATIONS FOR A 1,2,3-TRICHLOROPROPANE
(1,2,3-TCP) MAXIMUM CONTAMINANT LEVEL (MCL) OF 5 PARTS PER TRILLION**

WHEREAS:

1. All public water systems are subject to regulations adopted by the State Water Resources Control Board (State Water Board) under the California Safe Drinking Water Act (Health & Safety Code, div. 104, pt. 12, ch. 4, §116270 et seq.);
2. The State Water Board is responsible for adopting primary drinking water standards, which include Maximum Contaminant Levels (MCLs);
3. Health & Safety Code section 116365 requires the State Water Board to set the MCL as close to the Office of Environmental Health Hazard Assessment (OEHHA)-published public health goal (PHG) as is technologically and economically feasible, placing primary emphasis on the protection of public health;
4. In 2009, OEHHA established a PHG for 1,2,3-Trichloropropane (1,2,3-TCP) of 0.7 parts per trillion (ppt) that is based on cancer risk;
5. On March 3, 2017, the State Water Board published a notice of proposed rulemaking pursuant to the requirements of the California Administrative Procedure Act (APA), initiating the mandatory 45-day public comment period, which ran from March 4 through April 21, 2017. Concurrently, the State Water Board released a Notice of Intent to adopt an Initial Study/Mitigated Negative Declaration (IS/MND) for public comment (SCH# 2017032015) pursuant to the California Environmental Quality Act (CEQA);
6. The State Water Board held a public hearing on April 19, 2017. The purpose and intent of the public comment period and public hearing was to receive verbal and written comments from the public on the proposed regulations in accordance with the APA;
7. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff compiled, reviewed, and prepared draft responses to every comment received during the comment period in a "Draft Initial Response to Comments" table that was made available to the public;
8. Following the conclusion of the public comment period on April 21, 2017, State Water Board staff has compiled, reviewed, and responded to every comment received during the comment period;
9. Based on the staff evaluation, none of the public comments resulted in modifications to the proposed regulations or the IS/MND, and no additional public comment period was required under the APA or CEQA;
10. The IS/MND reflects the State Water Board's independent judgment and analysis. After considering the document and comments received during the public review process, the State Water Board hereby determines that the proposed project, with the mitigation measures described therein, will not have a significant effect on the environment. The documents or other material, which constitute the record, are located at the State Water Board;

11. Minor modifications to the Initial Statement of Reasons (ISOR) and final responses to all comments that were received during the public comment period will be prepared to conform to action taken at the board meeting and contained in the Final Statement of Reasons (FSOR), and submitted to the Office of Administrative Law (OAL) as part of the regulations package;
12. All elements of the regulatory package are posted on the program webpage at: http://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/123TCP_SBDDW-17-001.shtml; and
13. Written comments received during the public comment period are available at: https://www.waterboards.ca.gov/public_notices/comments/trichloropropane/.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts the IS/MND for the proposed regulations, and will include as a condition in the amended permits to drinking water systems mitigation measures necessary to reduce or eliminate significant impacts on the environment. The State Water Board directs staff to file a Notice of Determination within five days from the issuance of this resolution;
2. The State Water Board adopts the proposed regulations for a 1,2,3-TCP MCL of 5 ppt, which will make modifications to Title 22, California Code of Regulations, Sections 64444, 64445, 64445.1, 64447.4, 64465, and 64481;
3. The State Water Board Executive Director shall sign Form 400 and State Water Board staff shall submit the adopted regulations to OAL for filing with the Secretary of State; and
4. If, prior to OAL filing the regulations with the Secretary of State, State Water Board staff, the State Water Board, or OAL staff determine that non-substantive corrections to the language of the regulations or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director may make such changes.

CERTIFICATION


The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 18, 2017.

AYE: Chair Felicia Marcus
 Vice Chair Steven Moore
 Board Member Tam M. Doduc
 Board Member Dorene D'Adamo
 Board Member E. Joaquin Esquivel

NAY: None

ABSENT: None

ABSTAIN: None



 Jeanine Townsend
 Clerk to the Board

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ATTACHMENT 3
Board 1,2,3-TCP Fact Sheet



Fact Sheet

Frequently Asked Questions: 1,2,3-Trichloropropane (TCP) in Drinking Water

What is 1,2,3-TCP and Where Does it Come From?

1,2,3- TCP is a manmade chemical found at industrial or hazardous waste sites. It has been used as a cleaning and degreasing solvent and also is associated with pesticide products. It is a chlorinated hydrocarbon with high chemical stability.

Why is There a Public Health Concern?

1,2,3-TCP is recognized in California as a carcinogen. It has been found in numerous drinking water sources in the state. In August 2009, a public health goal (PHG) for 1,2,3-TCP was developed by the Office of Environmental Health Hazard Assessment (OEHHA) for use by the State Water Board to establish an MCL. This PHG represents the level of 1,2,3-TCP in drinking water that does not pose a significant risk to health over a lifetime of exposure (70 years). The PHG for 1,2,3-TCP is 0.0007 µg/L, or 0.7 parts per trillion (ppt).

Public health goals are established solely on the basis of health-effects data and do not consider technical or economic feasibility. Therefore, they can sometimes be set at levels lower than can be detected by current laboratory methods, or be removed from drinking water with currently available treatment technologies. PHGs are not regulatory requirements.

A drinking water standard, or Maximum Contaminant Level (MCL), establishes a limit on the allowable concentration of a contaminant in drinking water that is provided by a public water system. For 1,2,3-TCP, California has not yet adopted an MCL.

How do I find out whether there is 1,2,3-TCP in my water?

If your water is provided by a public water system, you should contact the water system to see if they have any test results. You may also contact the State Water Board's District office for your county to determine if there is already monitoring data for your water supply.

If you are on a private well, you would need to arrange for testing of your own water supply.

How is 1,2,3-TCP Monitored and Regulated in Drinking Water Without an MCL?

Public water systems are generally not required to monitor for chemicals that are not regulated. In an effort to obtain data on the presence of 1,2,3-TCP in drinking water sources statewide, a regulation was adopted in 2001 that required some public water systems to

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY



STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, CA 95814 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • www.waterboards.ca.gov



monitor for 1,2,3-TCP. The monitoring took place between 2001 and 2003. In 2012, the United States Environmental Protection Agency revised the federal Unregulated Contaminant Monitoring Rule to establish a new set of unregulated contaminants that must be monitored. This required all public water systems serving more than 10,000 people, and representative public water systems serving smaller populations, to monitor for the new set of contaminants, including 1,2,3-TCP. Monitoring was required to be completed by December 2015. Some water systems have also performed monitoring for 1,2,3-TCP voluntarily. Using the monitoring results from 2001 to 2015, 1,2,3-TCP has been detected in 471 sources in California, at concentrations between 0.005 µg/L (5 ppt) and 10 µg/L (10 ppb).

In 1999 a drinking water notification level for 1,2,3-TCP was set at 0.005 µg/L. This notification level is based on cancer risks derived from laboratory animal studies. When a public water system sampling for 1,2,3-TCP has a finding above the notification level, the water system has some notification requirements. If 1,2,3-TCP is detected at 100 times greater than the notification level, the State Water Board recommendation is that the source be taken out of service.

What are the specific health impacts from being exposed to 1,2,3-TCP?

If you drink water over a lifetime that contains 1,2,3-TCP at concentrations higher than the PHG, there is an increased lifetime risk of developing cancer. The increased risk depends on the 1,2,3-TCP concentration in the water. For water with a 1,2,3-TCP concentration of 5 ppt, the increased lifetime cancer risk is less than one cancer case per 100,000 people. For water with a 1,2,3-TCP concentration of 70 ppt, the increased lifetime cancer risk is about one in 10,000 people.

If you are exposed to more concentrated forms of 1,2,3-TCP (such as working around 1,2,3-TCP or being exposed to heavy fumes), there is a risk of short-term health impacts such as:

- Irritation of the skin, nose, eyes and throat
- Drowsiness
- Headache
- Impacts on concentration, memory and muscle coordination

What is a State Maximum Contaminant Level (MCL)?

Currently, there is no federal MCL for 1,2,3-TCP. In the absence of a federal standard California may establish its own drinking water standards. State MCLs are health protective drinking water standards for public water systems. MCLs must be set in accordance with Health & Safety Code §116365(a), which requires the State Water Board to establish the MCL at a level as close to its PHG as is technologically and economically feasible, placing primary emphasis on the protection of public health.

How Are MCL levels Established?

The development of an MCL regulation requires rigorous investigation into technical and economic feasibility. The MCL adoption process also requires full compliance with the California Administrative Procedures Act (APA), which provides an opportunity for public input.

How are Public Water Systems Going to Remove 1,2,3-TCP from Drinking Water?

The best available technology to adequately remove 1,2,3-TCP from drinking water is likely to be granulated active carbon (GAC). Granulated active carbon is not a new treatment technology, but rather an effective and tested technology that has been used for decades. Some water systems already have GAC treatment in place, while other public water systems may require construction of new treatment systems to comply with a new MCL for 1,2,3-TCP.

Is Establishing an MCL for 1-2-3 TCP a Priority for the State Water Board Right Now?

The development of a 1,2,3-TCP MCL is, and has been, a high priority for the State Water Board and the Division of Drinking Water. The State Water Board is committed to the protection of public health through the open and transparent adoption of drinking water regulations. The State Water Board anticipates that a proposed 1,2,3-TCP MCL will be presented to the public for comments in late 2016.

How can I find out when it is time to review and comment on the proposed MCL for 1,2,3-TCP?

The Division of Drinking Water uses subscription email lists to notify interested parties of upcoming activities related to the development of new drinking water-related regulations. You may subscribe to a list to receive information about upcoming drinking water regulations by following these steps:

- Go to the E-mail Subscription Mailing Lists [webpage](#) and select "[State Water Resources Control Board](#)."
- Fill in the contact information with your email address and full name.
- Select the category "Drinking Water" and then select the first box "Drinking Water Program Announcements." You may select other categories as well.
- Click "subscribe."

Public workshops and Board meeting agendas are also posted on the State Water Board [webpage](#).

(This fact sheet was last updated on July 18, 2016)

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: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager
FROM: Paul Toor, Public Works Director
Rafael O. Casillas P.E., Deputy Public Works Director
SUBJECT: **Award of Construction Contract to Sully-Miller Contracting Co. for the Garfield Avenue Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a bid dated September 5, 2017, from Sully-Miller Co. for the construction of the Garfield Avenue Street Improvement Project (Project) and authorize the City Manager to enter into a contract with Sully-Miller Co. for an amount not-to-exceed \$1,219,200;
2. Reject all other bids received; and
3. Approve an appropriation in the amount of \$920,000 from the Water Division Operation Reserve fund and direct the Finance Director to transfer funds to the Project account.

Fiscal Impact

This Project will be funded from General Fund Account No. 104-9000-9203 and Water Fund Reserve Account No. 500-9000-9300 subject to appropriation of funds.

Environmental Analysis

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

Commission Review and Recommendation

This Project is an integral part of Garfield Replacement Project and has been discussed by the Public Works Commission.

Background

The Project involves water infrastructure improvements and pavement rehabilitation on Garfield Avenue from Clark Place to north city limit. Garfield Avenue is a narrow street with an average width of 36 lineal feet (LF) and has multiple underground utilities. The street has a 20-inch high

pressure gas main and a 4-inch gas main. The street also has a 16-inch Sanitation Districts of Los Angeles County trunk sewer line, 24-inch riveted steel (RS) water mainline, an abandoned 16-inch riveted steel (RS) water mainline, 8-inch cast-iron distribution water mainline, and a 24-inch reinforce concrete pipe (RCP) storm drain pipe. In addition, there are existing Southern California Edison (SCE) power poles supporting high voltage currents adjacent to large matured parkway trees on both side of the street. These parkway tree roots have damaged concrete curbs and gutters, lifted sidewalks, driveways, roadway pavements, and has damaged water service lines, water meter, and meter boxes. Last year, the Water Division experienced a severe water break to a 24-inch RS water mainline as well as an 8-inch cast-iron pipe (CIP) water mainline. In addition, the street pavement is severely damaged from the heavy construction activity during the course of construction of the Garfield Reservoir Project.

In 2016, the City of South Pasadena (City) engaged Dudek, an engineering consultant, to analyze the conditions of the existing 24-inch RS pipe installed in 1924. This pipe serves as a critical water transmission line to the city's water system. A detailed analysis was conducted and various options were evaluated to address the aged water line. Staff determined that the slip-lining with fusible 20-inch polyvinyl chloride (PVC) pipe would be the best suitable and economical solution given the location of other utilities with in the street. The fusible PVC method will eliminate the need for open excavation, backfill materials, compaction tests, and minimize unforeseen utility obstructions.

This Project also includes replacement of an 8-inch CIP water main installed in 1935. This water main serves as a distribution line and servicing water meter service connections within the Project limit. The water main is located west of Garfield Avenue under the lifted sidewalk caused by the parkway tree roots. Installation of a new water main at the same location is not feasible without impacting mature trees. Given the location of the other utilities in the City's right-of-way, it is simply not practical to relocate the new 8-inch waterline under the paved road. Hence, staff explored several options and determined that the abandon 16-inch RS pipe can be utilized for implementation of the slip-lining fusible 10-inch PVC pipe similar to 24-inch RS pipe upgrade. The existing 16-inch RS pipe was video inspected during the waterline relocation investigation and the RS pipe is suitable for the placement of a new 8-inch waterline.

The street rehabilitation is required as a result of the water infrastructure improvements and heavy construction activity from the Garfield Reservoir Project. The street work consists of cold milling of existing pavement, reconstruction of localized asphalt pavement failures, asphalt overlay, removal and reconstruction of damaged Portland Concrete Cement (PCC) sidewalk, curb ramps, driveway approaches, cross gutters, curb and gutters, installation of v-gutter, cross gutter, replacement of traffic signs, striping and pavement markings, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances. In addition, a portion of Clark Place between Stratford Avenue and Garfield Avenue will have slurry seal pavement rehabilitation treatment as a part of this Project.

Analysis

In August 2017, bids were solicited from various construction companies. In addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the South Pasadena Review legal was advertised in various construction publications, including F.W. Dodge, Bid Net, and Contractors Information Network.

On September 5, 2017, the City Clerk's Office received and opened six (6) bids with the results as follows:

Contractor	Base Amount
Sully-Miller Contracting Co., Brea, CA	\$1,219,200
Toro Enterprises, Inc., Oxnard, CA	\$1,294,018
Excel Paving Company, Long Beach, CA *	\$1,384,244 (\$1,396,644)
Vido Samarzich, Inc., Alta Loma, CA	\$1,457,545
E.C. Construction Co., So. El Monte	\$1,482,139
All American Asphalt, Corona *	\$2,095,798 (\$2,147,098)
<i>Engineer's Estimate</i>	<i>\$1,100,000</i>

* Indicates the original bid amount was submitted with a mathematical error. The amount shown is the corrected amount.
() Indicates the original bid amount.

Staff has checked Sully-Miller Contracting Co.'s references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for many other agencies, including such agencies as the Cities of Rosemead, Santa Fe Springs, and others. Also, Sully-Miller Contracting Co. is the general contractor for the Arroyo Seco Pedestrian and Bicycle Trail Project. Their Contractor's License has been verified to be currently valid and in good standing. Staff is recommending to award the project to Sully-Miller Contracting Co. If the Project is awarded, it is anticipated that construction will begin in November 2017 and will be completed by April 2018.

Legal Review

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

Public Notification of Agenda Item

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

Attachments:

1. Agreement
2. Location Map

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ATTACHMENT 1
Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2017 by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Sully-Miller Contracting Co. "CONTRACTOR."

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

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2017-10**) Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

2. Scope of Services. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Garfield Avenue Street Improvement Project** all in accordance with the Contract Documents and Contractor's Proposal dated September 5, 2017.

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

3. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of One Million Two Hundred Nineteen Thousand Two Hundred and 00/100 Dollars (\$1,219,200.00)

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

4. Time for Completion. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within one hundred and ten (110) working days from the date the Notice to Proceed is issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Attorneys' Fees Following Disputes. In the event of a dispute between the parties under this AGREEMENT, the prevailing party is not entitled to attorneys' fees from the other party. This provision takes precedence over any conflicting provision in any of the documents which are incorporated herein by reference.

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

CONTRACTOR

BY _____

(Title)

BY _____

CITY OF SOUTH PASADENA

Elaine Aguilar, INTERIM CITY MANAGER

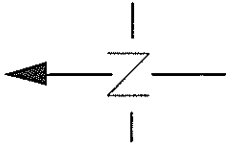
ATTEST:

APPROVED AS TO FORM:

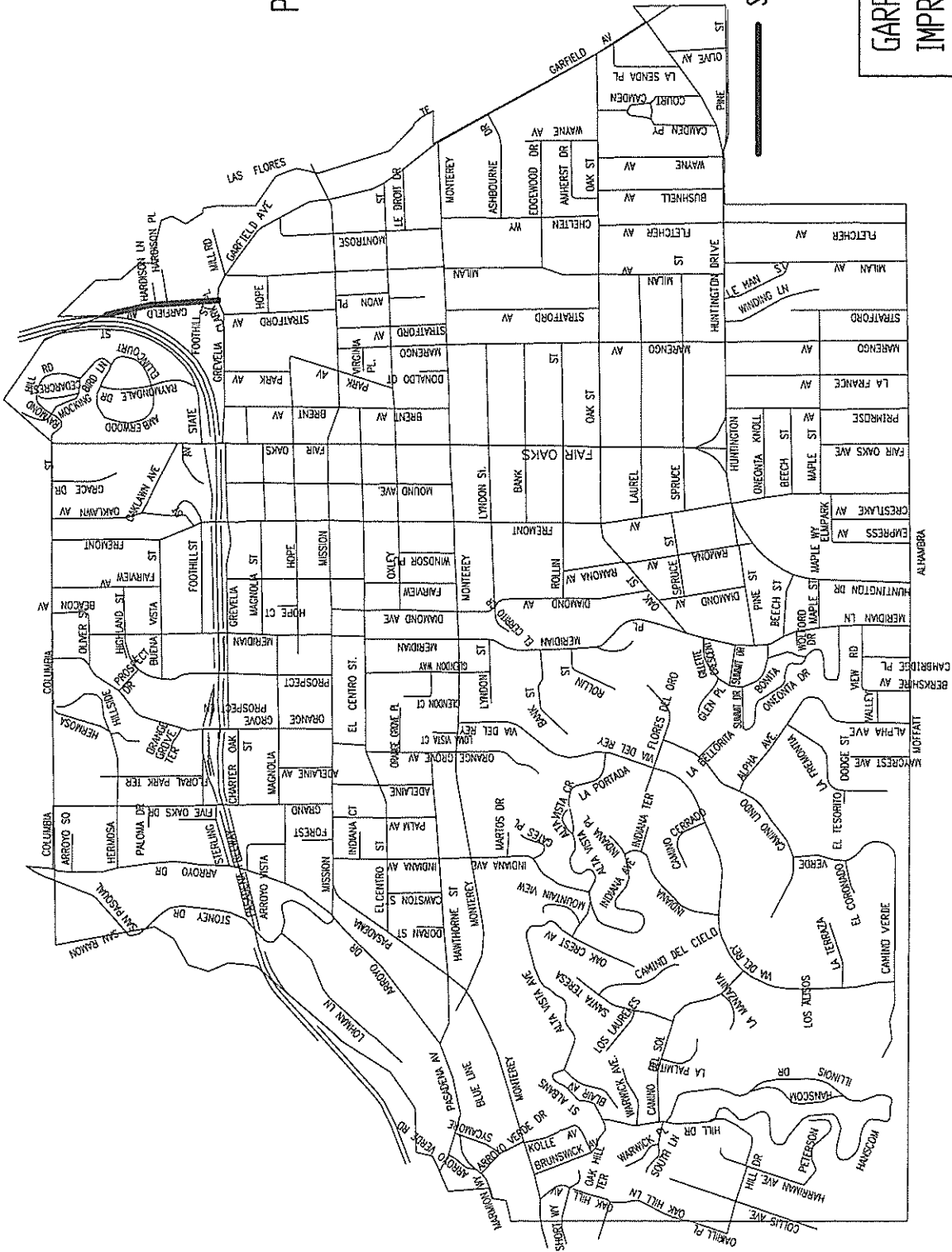
Evelyn G. Zneimer, CITY CLERK

Teresa L. Highsmith, CITY ATTORNEY

ATTACHMENT 2
Location Map



PROJECT LOCATION MAP



STREET IMPROVEMENT PROJECT

GARFIELD AVENUE STREET IMPROVEMENT PROJECTS

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: November 1, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager

FROM: Paul Toor, Public Works Director
Rafael O. Casillas P.E., Deputy Public Works Director *RCC*

SUBJECT: **Award of Contract to Ninyo & Moore for Geotechnical and Material Testing Services for the Garfield Avenue Street Improvement Project**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 23, 2017 from Ninyo & Moore for geotechnical and material testing services for the Garfield Avenue Street Improvement Project (Project);
2. Authorize the City Manager to execute an agreement with Ninyo & Moore for a not-to-exceed amount of \$5,992; and
3. Reject all other proposals received.

Fiscal Impact

There are sufficient funds budgeted in capital improvement project Account No. 104-9000-9203 to fund these services.

Environmental Analysis

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

Commission Review and Recommendation

This Project is an integral part of Garfield Replacement Project and has been discussed by the Public Works Commission.

Background

The Project involves water infrastructure improvements and pavement rehabilitation on Garfield Avenue from Clark Place to north city limit. The work consists of cold milling of existing pavement, reconstruction of localized failed asphalt concrete pavements, placement of asphalt overlay, removal and reconstruction of damaged concrete pavement, removal and replacement of

sidewalks, curb ramps, driveway approaches, curbs and gutters, construction of concrete v-gutter, placement of asphalt slurry seal, replacement of water main, installation of slip-lining fusible PVC pipes, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances.

The contract being considered is for the geotechnical and material testing services for the Project which include compaction testing of utility trench backfills and asphalt placement for conformance with the Project specifications and requirements. The award of the construction contract for this Project is being considered under separate item on tonight's City Council Meeting agenda.

Analysis

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

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

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

In August 2017, a request for proposals was advertised on the Integrated Marketing Systems Network, on the City of South Pasadena website and was also direct mailed to several engineering firms with previous experience in designing this type of work. Proposals were received from the following six (6) firms:

- Ninyo & Moore, *Los Angeles*
- Geo-Advantec, Inc., *San Dimas*
- Converse Consultants, *Monrovia*
- United-Heider Inspection Group, *Moreno Valley*
- AESO, Inc., *Huntington Beach*
- Inspection Service, Inc., *Torrance*

After reviewing the proposals, staff ranked Ninyo & Moore as the best qualified firm to perform the services, based on a combination of experience, scope of services and project understanding.

Ninyo & Moore Contract of Geotechnical Services for Garfield Avenue Street Improvement Project

November 1, 2017

Page 3 of 3

Ninyo & Moore is a small full-service testing material firm based in Los Angeles and specializing in providing geotechnical engineering, construction inspection and testing, engineering geology, and other general civil engineering services to municipal agencies. They have provided similar geotechnical and material testing services to the Cities of Ontario, Brea, and Diamond Bar. Ninyo & Moore has recently completed the testing materials for the Wilson Reservoir Replacement Project, Chelton Way, Collis Avenue and Hill Drive Street Improvement Project, and Orange Grove Street Improvement Project in South Pasadena. Staff has checked Ninyo & Moore's reference, and recommends awarding the geotechnical and material testing services for the Project.

Generally, a professional service contract under \$25,000 is approved by the City Manager. However, Ninyo & Moore, the consultant is currently providing service on other capital improvement projects and the cumulative amount of the service contracts exceeds the administrative authority of the City Manager. Therefore, staff is requesting approval of the City Council for transparency as well as audit purposes.

Legal Review

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

Public Notification of Agenda Item

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

Attachments:

1. Agreement – Ninyo & Moore
2. Location Map

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ATTACHMENT 1
Agreement – Ninyo & Moore

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Ninyo & Moore)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Ninyo & Moore (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s August 23, 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 Mr. Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "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 Five Thousand Nine Hundred Ninety-Two Dollars (\$5,992).
- 3.5. "Commencement Date": November 1, 2017.
- 3.6. "Termination Date": July 31, 2018.

4. TERM

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

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. Kurt S. Yoshii 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: Garfield Avenue Street Improvement Project.
 - 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: Public Works Department, South Pasadena, CA 91030.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

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

If to Consultant

Kurt Yoshii
Ninyo & Moore
355 South Grand Ave., Suite 2450
Los Angeles, CA 90071
Telephone: (213) 488-5111
Facsimile: (213) 995-9994

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City

data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law,

disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
Ninyo & Moore

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Project Description:

Garfield Avenue:

The Project involves pavement rehabilitation and water improvements on Garfield Avenue from Clark Place to north city limit. More specifically, the work to be performed consists of cold milling of existing pavement, reconstruction of localized failed asphalt concrete pavements, placement of asphalt overlay, removal and reconstruction of damaged concrete pavement, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, construction of concrete v-gutter, placement of asphalt slurry seal, replacement of water main, installation of slip-lining fusible PVC pipes, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances.

Scope of Services:

The scope of services will be included but not limited to field monitoring and testing on subgrade and base layers within the areas subject to remove and replace localized damaged areas, field and laboratory testing of asphalt and aggregates, as well as testing the backfill materials in the water main trenches.

Detail scope of services and listing of current hourly rates are referenced in the original proposal dated August 23, 2017 enclosed herewith as Exhibit "B".

EXHIBIT B
APPROVED FEE SCHEDULE

**TABLE 4 – BREAKDOWN OF ESTIMATED FEE –
PROJECT NUMBER 4 – GARFIELD AVENUE**

PROJECT COORDINATION AND TECHNICAL SUPPORT			
Senior Project Engineer/Geologist	4 hours	@ \$ 160.00 /hour	\$ 640.00
Subtotal			\$ 640.00

FIELD SERVICES			
Senior Project Engineer (Pre-Construction Meeting)	2 hours	@ \$ 160.00 /hour	\$ 320.00
Field Technician			
Trench and Structur Backfill	20 hours	@ \$ 87.00 /hour	\$ 1,740.00
Subgrade/Concrete/Agg. Base/Asphalt Concrete	10 hours	@ \$ 87.00 /hour	\$ 870.00
Slurry Seal	5 hours	@ \$ 87.00 /hour	\$ 435.00
Sample Pick-Up	2 hours	@ \$ 87.00 /hour	\$ 174.00
Field Vehicle and Equipment Usage	39 hours	@ \$ 12.00 /hour	\$ 468.00
Subtotal			\$ 4,007.00

LABORATORY ANALYSES			
Maximum Density (Soil & Aggregates)	2 tests	@ \$ 200.00 /test	\$ 400.00
Sand Equivalent	1 test	@ \$ 110.00 /test	\$ 110.00
Sieve Analysis	1 test	@ \$ 130.00 /test	\$ 130.00
Concrete Compression	4 tests	@ \$ 25.00 /test	\$ 100.00
Extraction, Percent Asphlat	1 test	@ \$ 240.00 /test	\$ 240.00
Slurry Wet Track Abrasion	1 test	@ \$ 150.00 /test	\$ 150.00
Asphalt Maximum Density	1 test	@ \$ 215.00 /test	\$ 215.00
Subtotal			\$ 1,345.00

TOTAL ESTIMATED FEE			\$ 5,992.00
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Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician	\$ 95
Nondestructive Examination Technician, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician	\$ 87
Field/Laboratory Technician	\$ 87
ACI Concrete Technician	\$ 87
Concrete/Asphalt Batch Plant Inspector	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)	\$ 87
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 0/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %

Laboratory testing, geophysical equipment, and other special equipment provided upon request.

Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

AGGREGATES

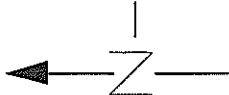
Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

ROOFING

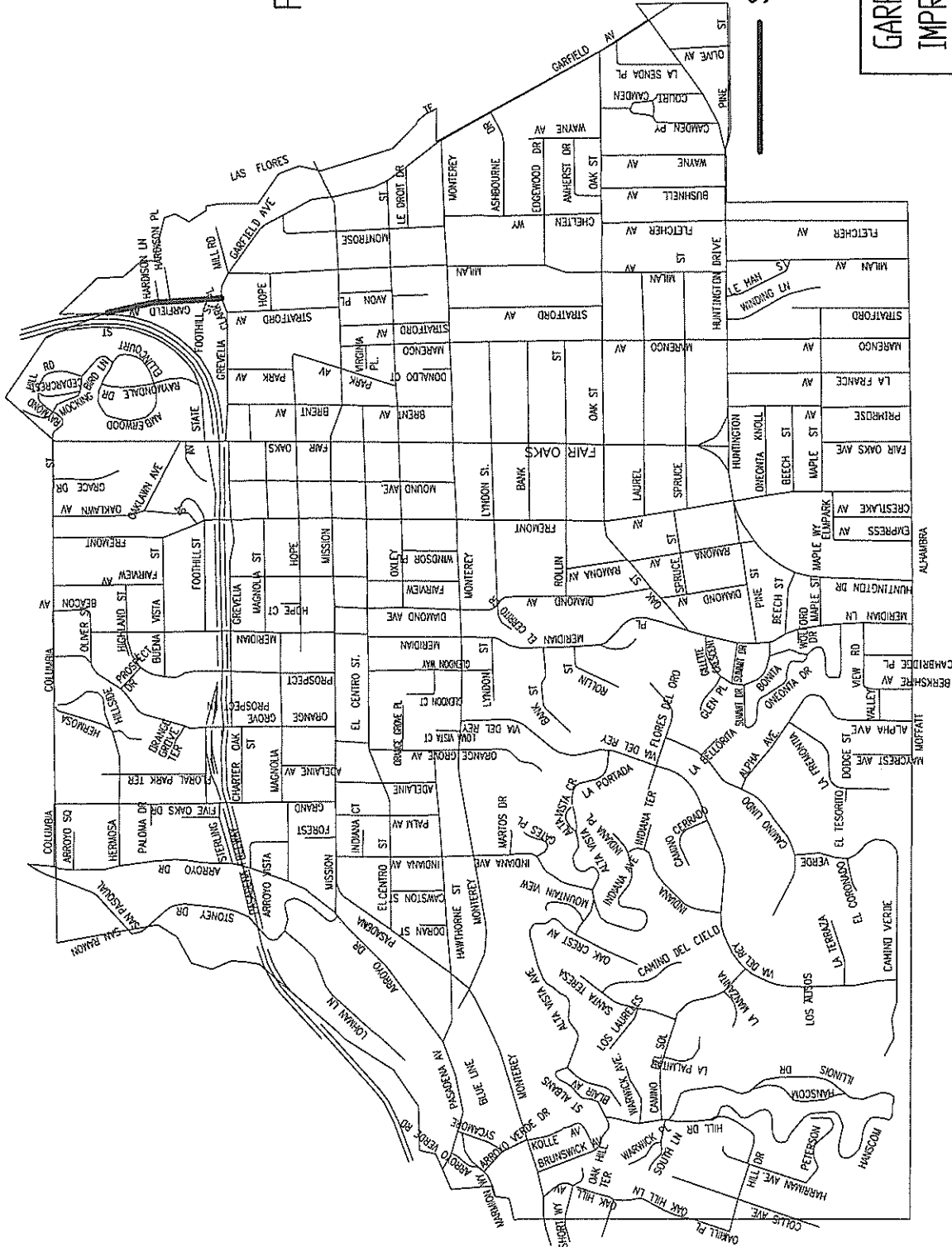
Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

ATTACHMENT 2
Location Map



PROJECT LOCATION MAP



STREET IMPROVEMENT PROJECT

GARFIELD AVENUE STREET
IMPROVEMENT PROJECTS

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: November 1, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager *EA*

FROM: Paul Toor, Public Works Director *PT*
Rafael O. Casillas P.E., Deputy Public Works Director *ROC*

SUBJECT: **Award of Contract to RKA Consulting Group for Inspection and Construction Management Services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 22, 2017 from RKA Consulting Group for inspection and construction management services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects (Projects);
2. Authorize the City Manager to execute an agreement with RKA Consulting Group for a not-to-exceed amount of \$160,150; and
3. Reject all other proposals received.

Fiscal Impact

There are sufficient funds budgeted in capital improvement project Account No. 104-9000-9203 to fund these services.

Environmental Analysis

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

Commission Review and Recommendation

These Projects were previously discussed and reviewed by the Public Works Commission.

Background

The adopted Fiscal Year (FY) 2016-17 Budget includes funding for street improvement projects. The Public Works Commission and subsequently the City Council approved the street improvements. The Projects limits are El Centro Street (Meridian Avenue to Fair Oaks Avenue),

Grevelia Street (Fair Oaks Avenue to Stratford Avenue), and Garfield Avenue (Clark Place to north city limit).

The contract being considered is for the inspection and construction management services for the Project. The inspection and construction management services will provide oversight and quality assurance on improvements to the roadways and water system. The scope of work includes a full-time inspector during the duration of each construction project, along with an as-needed part-time construction manager.

It is anticipated that these three streets (El Centro Street, Grevelia Street, and Garfield Avenue) will be under construction concurrently, thus the inspection and construction management services will be performed simultaneously. Hence, staff was able to negotiate service fees that are reasonable with respect to the proposed scope of services.

Analysis

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

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

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

In August 2017, a request for proposals was advertised on the Integrated Marketing Systems Network, on the City of South Pasadena website and was also direct mailed to several engineering firms with previous experience in designing this type of work. Proposals were received from the following eight (8) firms:

- RKA Consulting Group, *Walnut*
- KOA Corporation, *Monterey Park*
- Anderson Penna Partners, Inc., *Newport Beach*
- Valley Construction Management, *San Diego*
- GK & Associates, *Diamond Bar*
- Wallance & Associates, *Corona*
- Onward Engineering, *Anaheim*
- Annealta Group, *Huntington Beach*

RKA Consulting Group Contract for El Centro Street, Grevelia Street, and Garfield Avenue
Street Improvement Projects

November 1, 2017

Page 3 of 3

After reviewing the proposals, staff ranked RKA Consulting Group as the best qualified firm to perform the services, based on a combination of experience, scope of services and Project understanding.

RKA Consulting Group is a smaller full-service engineering firm based in Walnut and specializing in providing construction management services, traffic engineering, land development, and other general civil engineering services to municipal agencies. They have provided similar inspection and construction management services to the Cities of Duarte, Chino, and Covina. Staff has checked RKA Consulting Group's references, and recommends awarding the inspection and construction management services for the Project.

Legal Review

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

Public Notification of Agenda Item

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

Attachments:

1. Agreement – RKA Consulting Group
2. Location Map

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ATTACHMENT 1
Agreement – RKA Consulting Group

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / RKA Consulting Group)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and RKA Consulting Group (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects**
- 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 22, 1017 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 Mr. Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "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 One hundred sixty thousand and one hundred fifty Dollars (\$160,150).
- 3.5. "Commencement Date": November 1, 2017.
- 3.6. "Termination Date": July 31, 2018.

4. TERM

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

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mr. David G. Gilbertson 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: El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects.
 - 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: Public Works Department, 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

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

If to Consultant

Mr. Cody Howing, P.E.
RKA Consulting Group
Telephone: (909) 594-9702
Facsimile: (909) 594-2658
E-mail: chowing@rkagroup.com

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

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

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
RKA Consulting Group

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Project Description:

El Centro Street:

The Project involves pavement rehabilitation and water improvements on El Centro Street from Meridian Avenue to Fair Oaks Avenue. More specifically, the work to be performed consists of cold milling of existing pavement, reconstruction of localized failed asphalt concrete pavements, placement of asphalt overlay with Asphalt Rubber Hot Mix (ARHM), removal and reconstruction of damaged concrete pavement, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, restoration of traffic loops, upgrade pedestrian push buttons, thermoplastic striping and pavement markings (including Class III bike route), replacement of existing signs, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances.

Grevelia Street:

The Project involves pavement rehabilitation and water improvements on Grevelia Street from Fair Oaks Avenue to Stratford Avenue. More specifically, the work to be performed consists of cold milling of existing pavement, reconstruction of localized failed asphalt concrete pavements, placement of asphalt overlay, removal and reconstruction of damaged concrete pavement, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, restoration of traffic loops, upgrade pedestrian push buttons, thermoplastic striping and pavement markings, replacement of existing signs, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances.

Garfield Avenue:

The Project involves pavement rehabilitation and water improvements on Garfield Avenue from Clark Place to north city limit. More specifically, the work to be performed consists of cold milling of existing pavement, reconstruction of localized failed asphalt concrete pavements, placement of asphalt overlay, removal and reconstruction of damaged concrete pavement, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, construction of concrete v-gutter, placement of asphalt slurry seal, replacement of water main, installation of slip-lining fusible PVC pipes, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances.

Scope of Services:

RKA Consulting Group will provide inspection and construction management services for the El Centro Street, Grevelia Street, and Garfield Avenue Street Improvement Projects. During the course of the Projects, a full-time inspector will be utilized for each construction project. Also, services for a part-time construction manager will be used only as needed basis for each project.

In addition, the scope of work includes, conduct pre-construction meeting, conduct progress meetings, review RFIs and provide recommendations, review change orders and provide recommendations, prepare daily inspection reports, prepare weekly statement working days, prepare progress payments, and maintain good records of various documents.

Detail scope of services and listing of current hourly rate for the inspector and construction manager are referenced in the original proposal dated August 22, 2017 enclosed herewith as Exhibit "B".

EXHIBIT B
APPROVED FEE SCHEDULE

PROJECT UNDERSTANDING

The four projects outlined in this proposal to the City of South Pasadena for construction management and inspection services all are focused on water infrastructure upgrades, ADA and miscellaneous concrete replacement and pavement resurfacing. Each of which has its own specific needs such as the SCE coordination on Project No. 1, Community coordination of work on Project No. 2, use of slurry seal in Project No. 3 and installation of slip lining fusible PVC on Project No. 4. All four of the projects will require the same critical features of a safe and tidy work site that conforms to the applicable requirements including Cal/OSHA, Los Angeles Regional Water Quality Control Board, Department of Industrial Relations, CA-MUTCD, and those of the construction contract. This will result in the most effective execution of the project while minimizing impact to the affected residents and businesses.

RKA's construction management and inspection team have well rounded experience in successfully completing projects of various scope and size lending well to the mix of work included on all four of these projects. Integration of fusible PVC on the project is an interesting aspect of Project No. 4 that presents a new opportunity for RKA's inspection and construction management team. While familiar with the process, past projects we have been involved in have veered away from this option primarily due to the limited number of qualified contractors and future concerns raised regarding repairs.

Upon receipt of notice to proceed, RKA's team will begin reviewing the construction documents to identify the general scope of work and key areas of focus that are critical to the success of the projects. RKA will arrange for a kickoff meeting to establish a line of communication between the City staff, quality assurance and the construction management and inspection team members. This will also be an opportunity for gathering details outside those included in the construction documents that will aid in the smooth progress of the project.

Following the preconstruction meeting of which RKA will facilitate, the Construction Manager will coordinate review of material submittals including community construction notices and establish an agreeable start date for construction. Once the construction process starts, RKA's team will observe and document the work to ensure all aspects conform to the contract provisions and general industry standards. The construction manager will hold as needed progress meetings, coordinate testing, review and negotiate change order requests in addition to other typical tasks to keep the project moving towards a timely completion.

Prior to the completion of the project, as work is nearing an end, the Construction Manager and Inspector will compile a punch list for distribution to the Contractor. Following the acceptable resolution to punch list items, RKA will coordinate the project close out process up to when the City issues retention payment and will turn over a project file to the City.



PROJECT APPROACH

CONSTRUCTION MANAGEMENT SERVICES

As City budgets grow tighter and staffing levels decrease, the need for a City to rely on experienced consultants to successfully execute infrastructure projects becomes necessary. By supplementing the City of South Pasadena's staff through project management, construction management and inspection services, projects can continue to be efficiently and effectively executed, with seamless results.

Prior to migrating the project to the construction management team, the project/program manager will assist the City with bidding the project, reviewing bids for accuracy, license/bond check and preparing the final award package. By utilizing the same team for construction management, a seamless transition is made from the project/program manager to further ensure successful project execution. In most cases with projects managed by RKA, the project/program manager will be the same person as the construction manager.

RKA will follow the scope of work provided by the City's Request for Proposal. The project approach outlined below is intended to highlight the important and critical ideas that we have come to understand with the years of experience that we have gained from managing varying types of construction projects.

Part A – Pre-Construction Services

Overall Project Review/Construction Management Plan

Under general direction of the City, RKA's team shall be responsible for coordinating and conducting the project kickoff meeting to introduce project team members which will foster partnering and establish lines of communication through the project construction. In addition, following are some key items to include:

- Prior to any work commencing, RKA will review the entire project bid documents to be completely familiar with the project. This will ensure that all of the policies and procedures are in place as required by the City.
- RKA will prepare a Construction Management Plan that will be reviewed with City staff prior to distribution to all project stakeholders. This Construction Management Plan will act as the master document for all stakeholders to refer to throughout the project. This will be a "roadmap" document that will continually be updated.

Some of the items to be included are:

- Key personnel, the roles in the project and contact information.
- Project schedule, including milestones and specialty testing and inspection services necessary.

- Construction cost estimates that will be reviewed throughout the project to ensure continuity with established costs.
- Labor compliance and other City procedures and policies will be reviewed and confirmed for adherence throughout the project.
- Verification the contractor applies for and obtains the necessary stake holder permits.
- Safety compliance will be achieved through implementation of a safety program required by OSHA and implemented by RKA throughout the project.

In order for a project to be well executed, a complete third party review is often necessary. This review will consist of a Constructability Review to ensure the project plans can be properly executed, and a review of the design to provide recommendations for cost-saving measures.

A Constructability Review will be conducted by RKA's construction manager. The review will cover items such as:

- Proper utility identification.
- Design elevations match at join locations and potential conflicts will be flagged for revision.
- Proper sequencing of work (lane closures, traffic control plan, etc.)
- Written confirmation that there are no deficiencies in the project design will be provided by the construction manager prior to the start of construction.

Part B – Construction Services

Pre-Construction and Construction Conferences/Meetings

Once all of the procedures are established from the Pre-Construction Services through the preparation of the Construction Management Plan, the need to implement these procedures will continue throughout the construction phase.

- The pre-construction meeting will bring all of the parties involved in the project together to ensure that the stakeholder's requirements and procedures are adhered to during construction. RKA will prepare for and administer the pre-construction meeting with all of the parties.
- In order to continue the efficient progress of the project, RKA will administer regularly scheduled progress meetings. The purpose of these meetings is to ensure that the Contractor is progressing according to the project schedule and to discuss any issues that may be hindering the progress.
- At the conclusion of all of the meetings, minutes and action item lists will be distributed to all interested parties within three business days.

Contract Administration

Throughout the course of the construction, it is necessary for the construction manager and design engineer to work together to execute various administration aspects of the project. The following represents the various items to be conducted throughout this task:

RKA will be responsible for updating the project schedule on a regular basis at the conclusion of the site progress meetings. Milestones and critical path items will be highlighted to ensure timely completion.

- RKA will process all of the necessary paperwork and reports with the various City departments. This includes the preparation and submittal of weekly reports in the City requested format that could be used by City staff to report to the Council.
- RKA will ensure the contractor distributes the necessary public construction notices and will respond to public requests and concerns.
- RKA will review the project costs on a weekly basis to identify any savings or potential cost over-runs. To minimize the potential for discrepancies in the overall cost of the project, RKA will review with the Contractor all of quantities.
- RKA will coordinate the review and responses of any requests for information (RFI) and/or submittals from the Contractor. On any construction project, efficient completion is essential, therefore, the necessary responses to the RFIs and submittals may need to occur prior to the regular progress meetings. RKA will ensure the timely response by preparing the necessary tracking of the documents between the Contractor and design engineer.

Progress Payments and Change Orders

Throughout the construction of the project, RKA will review payroll certificates and will administer the proper payment and authorization of change orders to the Contractor.

- RKA's current and prior working relationship with the City will assist when preparing the necessary documentation and submittals for establishing purchase orders with the Finance Department.
- RKA will maintain a daily log of work completed that will assist in confirming progress payments and potential change orders. The daily logs will assist in determining the percent of project completion to support the request for payment by the contractor of lump sum bid items.
- RKA will review all applications for payment and verify against the project schedule and cost schedule to ensure proper payment is made by the City.
- Potential change orders will be reviewed by the construction manager and inspector for application to the project. If a change order is deemed necessary, RKA will inform the City and will conduct the appropriate negotiations to establish the scope of work, price and time of completion.
- All of the approved change orders will require updating on the final project schedule, and will be completed by RKA.

Part C – Post-Construction Services

Contract Closeout

- At the completion of the construction phase of the project, it will be necessary to close out the project.
- RKA will verify all red-line comments prepared by the Contractor and project inspector and coordinate with the Design Engineer to complete the final ink on mylar "as-built" record plans.
- The as-built drawings shall be provided to the City and approved prior to the release of the Contractor's retention.
- Along with the as-built drawings, RKA will ensure all of the stop notices against the City are released.
- Final inspection reports will be provided to the City to support the as-built plans and substantiate the release of the retention.

CONSTRUCTION INSPECTION SERVICES

Public works inspection services require knowledge, experience, and expertise in a variety of capital improvement projects, while coordinating with potentially a multitude of project stakeholders. RKA has assembled a team of experienced, competent, and qualified construction managers and public works inspectors to provide any requested inspection services to the City of South Pasadena. RKA has the expert capability to make field decisions at critical times during construction and make recommendations to the city to prevent delays and or stand-by charges by the contractor. We have the experience, knowledge, and background in working with other municipalities which will be necessary to execute these services.

Inspection/Contractor Performance

Inspection during construction provides the City with the knowledge that the Contractor has performed in accordance with the contract. Inspection also provides a representative present on behalf of the City during construction to identify issues and bring them to the attention of the construction manager and the City's Project Manager for information as well as resolution.

- RKA's proposed Public Works Inspector will attend the preconstruction meeting to discuss the procedures and requirements as related to inspection of the work.
- RKA will also provide daily inspection of the work and provide daily reports to the construction manager. These daily reports will provide a basis for documenting the construction activities and materials for future reference.
- The construction manager and inspector will continually monitor the Contractor's compliance with NPDES requirements, in particular, the implementation of the Contractor's

PROJECT UNDERSTANDING/APPROACH



SWPPP and erosion control plan. Deficiencies in the implementation will be addressed immediately with the Contractor, with updates provided during the regular meetings.

- As the construction progresses, RKA will provide additional documentation and punch lists for items that need to be addressed by the Contractor. A copy of the working/modified project documents will be maintained by the construction manager and be made available to City staff for review within three business days.
- RKA's team will be responsible for ensuring the Contractor maintains a proper safety program. Safety issues will be addressed at the pre-construction meeting through implementation of a safety program and will be monitored at all times by the inspection and construction management team.
- Throughout the construction, RKA will maintain the project files per the two individual projects. Additionally, by conducting ongoing maintenance of the project files, less time will be required at the end of the project.





El Centro Street
Construction Management and Inspection Services
October 19, 2017

	Project Manager \$130/hr	Project Engineer \$115/hr	Public Works Inspector 85/hr	Clerical \$60/hr	Total Fee
Task 1 - Project Kickoff Meeting	2	2	2		\$660
Task 2 - Preconstruction Meeting	2	8	2	4	\$1,590
Task 3 - Construction Management and Inspection	6	100	250	24	\$34,970
Task 4 - Project Closeout		28	16		\$4,580
Subtotal Hours	10	138	270	28	
Base Fee	\$ 1,300	\$ 15,870	\$ 22,950	\$ 1,680	\$ 41,800



Grevelia Street
Construction Management and Inspection Services
October 19, 2017

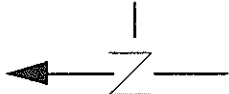
	Project Manager \$130/hr	Project Engineer \$115/hr	Public Works Inspector 85/hr	Clerical \$60/hr	Total Fee
Task 1 - Project Kickoff Meeting	2	2	2		\$660
Task 2 - Preconstruction Meeting	2	8	2	4	\$1,590
Task 3 - Construction Management and Inspection	6	100	250	24	\$34,970
Task 4 - Project Closeout		28	16		\$4,580
Subtotal Hours	10	138	270	28	
Base Fee	\$ 1,300	\$ 15,870	\$ 22,950	\$ 1,680	\$ 41,800



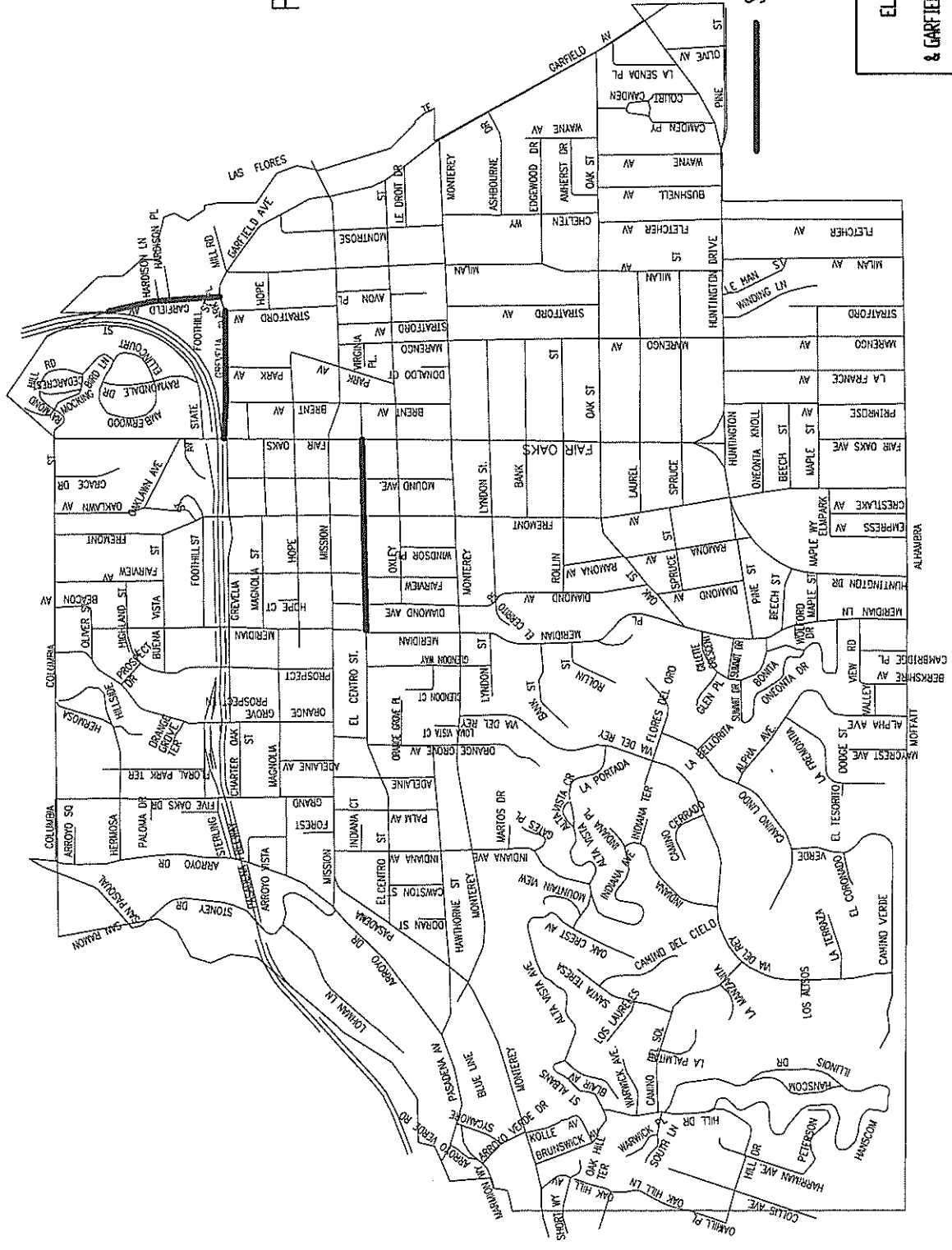
Garfield Avenue
Construction Management and Inspection Services
October 19, 2017

	Project Manager \$130/hr	Project Engineer \$115/hr	Public Works Inspector 85/hr	Clerical \$60/hr	Total Fee
Task 1 - Project Kickoff Meeting	2	2	2		\$660
Task 2 - Preconstruction Meeting	2	8	2	4	\$1,590
Task 3 - Construction Management and Inspection	12	160	560	36	\$89,720
Task 4 - Project Closeout		28	16		\$4,580
Subtotal Hours	16	198	580	40	
Base Fee	\$ 2,080	\$ 22,770	\$ 49,300	\$ 2,400	\$ 76,550

ATTACHMENT 2
Location Map



PROJECT LOCATION MAP



STREET IMPROVEMENT PROJECT

EL CENTRO STREET, GREVELIA STREET,
& GARFIELD AVENUE STREET IMPROVEMENT PROJECT


City of South Pasadena Agenda Report


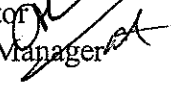
Michael A. Cacciotti, Mayor
Richard D. Schneider, M.D., Mayor Pro Tem
Robert S. Joe, Councilmember
Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: November 1, 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 Control Automation Design, Inc. for Water Division SCADA System Maintenance Services**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated August 10, 2017, from Control Automation Design, Inc., for maintenance services of the Water Division Supervisory Control and Data Acquisition System (SCADA); and
2. Authorize the City Manager to execute an agreement with Control Automation Design, Inc., for a not-to-exceed amount of \$10,000 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 within the Fiscal Year (FY) 2017-18 Budget in Water Production Account No. 500-6711-8170 for these services. The total not-to-exceed cost for SCADA maintenance services will be \$10,000 for the first year. If agreement is extended for two additional one-year periods, the cumulative total not-to-exceed cost will be \$30,000.

Commission Review and Recommendation

This matter has not been reviewed by a commission.

Background

The SCADA system is an integral part of the City of South Pasadena (City) Water Division operations. The SCADA system consists of central computers, a communication network, and programmable logic controllers in the field. The SCADA system allows water operations staff to view the status of remote sites located throughout South Pasadena from a central location and make needed changes to ensure adequate water supply. Furthermore, the SCADA system is equipped with an alarm system that notifies operators of any intrusions at the water facilities located inside and outside of the city limits.

The SCADA system also contains a historical database to sort past values of various system parameters, such as water levels and pressures. The City's booster pumps, wells, and reservoirs are equipped and linked to the SCADA system. As with all technology, continued maintenance is required to ensure that the system has the most updated, dependable, and advanced system in place to better serve our customers.

Analysis

Control Automation Design, Inc. has provided SCADA maintenance service to the City's for over 10 years. Their office is located here in South Pasadena which allows a quick response and resolution to any issues that may be encountered. Staff has analyzed the proposal and proposed hourly rates quoted by the firm are just and reasonable.

Control Automation Design, Inc. is intimately familiar with City water system and the hourly rates provided by the firm is comparable to the industry. In 2015, Control Automation Design, Inc. updated the SCADA system under a separate contract through the competitive bidding process. In addition to South Pasadena, Control Automation Design, Inc. provided services to the Cities of Pasadena, Monterey Park, Covina, and Fullerton. It is prudent to continue the services of the firm for an additional year with an option to extend the contract for additional two years under the same terms and conditions.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Proposed Control Automation Design, Inc. Agreement

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena /Control Automation Design)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Control Automation Design (“Contractor”).

2. RECITALS

- 2.1.** City has determined that it requires the following recurring maintenance services from a contractor: Service for maintenance of City’s Water SCADA System and infrastructure, as fully described herein.
- 2.2.** Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1.** “Scope of Services”: The maintenance services to be provided are listed here as “Exhibit A” per Contractor’s proposal dated August 10, 2017 attached herewith.
- 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 Contractor
- 3.3.** “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement will not exceed ten thousand dollars (\$10,000.00) annually.

3.4. "Commencement Date": October 18, 2017

3.5. "Termination Date": October 1, 2018

4. TERM

The term of this Agreement shall be for a period of one year and 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 15 ("Termination") below. The contract may be amended for two additional one-year periods under the same term and conditions at the sole discretion of the City Manager.

5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor 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, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor'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.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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. **Appropriate Personnel.** Contractor 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 Contractor or under its supervision or by

subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Alice Choi shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 5.7. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, 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 AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.

- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. Compensation for Subcontractors.** Contractor 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 Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor 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. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor 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 Contractor.

8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of

Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week

requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor 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. Contractor 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 Contractor.

10. RELATIONSHIP OF PARTIES

- 10.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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 Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor 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 Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor 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, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor 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 Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor 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. Contractor 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. Attorney's 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. Contractor 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 Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act.

Contractor expressly waives its statutory immunity under such statutes or laws as to City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor'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. Contractor'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. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. 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 Contractor's obligation to provide them. Contractor 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
 \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000

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

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

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

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

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance.** Contractor 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 Contractor 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. 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 Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 12.8. 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, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors 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 Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor 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 Contractor under this Agreement. Failure of the Contractor 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.
- 12.10. Insurance 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. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Contractor 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.
- 12.11. Contractor’s Insurance Primary.** The insurance provided by Contractor, 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 Contractor’s insurance and shall not contribute with it.

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

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

12.14. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor 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. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Contractor'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 Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor 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 Contractor'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 Contractor:

Alice Choi
Control Automation Design
1107 Fair Oaks Ave #526
South Pasadena, CA 91030
Telephone: (213) 219-0655

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 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor 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 Contractor. Contractor 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. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to

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 Contractor'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 Contractor 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 Contractor.
- 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 Contractor for performance of this Agreement are deemed confidential and Contractor 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.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor 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.** Contractor 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 Contractor.
- 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.** Contractor 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. Contractor 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 Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor 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.** Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.
- 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, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor 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

“Contractor”
Alice Choi

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A

Scope of Services

Control Automation Design, Inc., will provide maintenance and trouble-shooting services of the City's Supervisory Control And Data Acquisition System (SCADA) infrastructure, including Human-Machine Interface Software, radio communications drivers, alarm call-outs, and Programmable Logic Controllers (PLC) located in the field at the City's Reservoirs, Booster Stations, and Wells. Control Automation Design, Inc. will respond to all call-outs within one hour after contacted by City representative. All work will be performed on an as-needed basis after written direction from City staff and invoiced at \$155/hour. Trouble-shooting field instrumentation and control panel wiring is included as part of the hourly rate, however, part replacements if any is not included in the hourly rate. Quotes will be obtained in advance for all non-emergency work.

The services provided under this agreement are listed as follows:

- Engineering SCADA Schematics
- Programmable Logic Controller Programming
- SCADA Programming
- SCADA Communication
- Calibration
- Trouble-shooting field instrumentation and control panel wiring

Control Automation Design Inc.

1107 Fair Oaks Avenue, #526, South Pasadena, CA 91030 Ph. 213.219.0655

August 10, 2017

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

Attention: Mr. Anteneh Tesfaye

Subject: Water SCADA System Maintenance

Mr. Tesfaye:

Control Automation Design (CAD) is pleased to have the opportunity to work with you and your staff.

Our scope of work for the City's Water SCADA System will be to furnish on-going maintenance and trouble-shooting of the City's SCADA infrastructure. The infrastructure includes the Human-Machine Interface Software, communications drivers, alarm call-outs, and PLCs located in the field. The SCADA System is deployed at the City's Reservoirs, Booster Stations, and Wells.

This will include the following services:

- Engineering
- PLC Programming
- SCADA Programming
- Communications
- Calibration
- Trouble-shooting field instrumentation and control panel wiring

Our rates for the above services will be invoiced at \$155.00/Hour.

If you have any questions, please do not hesitate to call.

Sincerely,

Alice Choi

Additional work shall be performed at the following hourly rates as directed by the City representative in writing: \$155 per hour

Water SCADA Maintenance Services Agreement

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Authorized for Use 11.15.16

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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: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager
FROM: Anthony J. Mejia, Chief City Clerk
SUBJECT: **Authorization to Issue a Payment to Shenkman & Hughes, PC,
Pursuant to California Elections Code Section 10010**

Recommendation

It is recommended that the City Council authorize a payment in the amount of \$30,000 to Shenkman & Hughes PC, as required under the California Elections Code Section 10010, under protest, and authorize City Council signatures on the letter of protest.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On June 5, 2017, the City of South Pasadena (City) received a certified letter from Malibu-based attorney Kevin Shenkman, on behalf of his client Southwest Voter Registration Education Project, containing unsubstantiated allegations that the City's at-large electoral system violates the CVRA. Mr. Shenkman alleged evidence of Latino "polarized voting" in the South Pasadena electorate and threatened litigation if the City declines to adopt a district-based electoral system.

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, September 20, and October 4, 2017, the City Council conducted the four required Public Hearings to seek community input regarding the composition of district boundaries.

On October 4, 2017, the City Council adopted Ordinance No. 2318 to change 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. The incumbent City Councilmembers will continue to represent the City at-large until such time as they may be re-elected to represent their respective districts or leave office.

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Analysis

Pursuant to California Elections Code 10010(f), a prospective plaintiff who sent a written notice to a city before it passed a resolution of intention may, within 30 days of the ordinance's adoption, demand reimbursement for the cost of the work product generated to support the notice. A city shall reimburse a prospective plaintiff within 45 days of receiving the written demand. The amount of reimbursement is capped at \$30,000.

On October 10, 2017, Kevin Shenkman submitted a written demand for reimbursement to the City for the statutory limit of \$30,000 (Attachment 1). Although the City objects to Mr. Shenkman claims and demand for payment, any attempt by the City to decline payment would likely result in costly litigation, far exceeding the original demand amount and a liability to the General Fund. If the City Council authorizes payment, the City Attorney has drafted a Letter of Protest which will accompany the payment (Attachment 2).

Fiscal Impact

There are insufficient funds allocated in the Election budget at this time. City staff will return to the City Council during the mid-year budget review to request supplemental funding for expenses related to the demographics consultant, legal noticing, and payment to the plaintiff's attorney.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

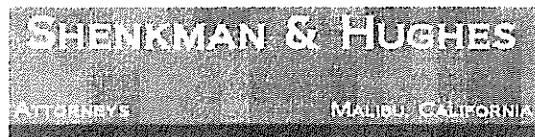
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*. In addition, the City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

Attachments

1. Letter from Shenkman & Hughes, dated October 10, 2017
2. Draft Letter of Protest

ATTACHMENT 1

Letter from Shenkman & Hughes, dated October 10, 2017



28905 Wight Road
Malibu, California 90265
(310) 457-0970
kishenkman@shenkmanhughes.com

Attachment A

VIA EMAIL

October 10, 2017

Anthony Mejia
City Clerk - City of South Pasadena
amejia@southpasadenaca.gov

Re: Reimbursement Request Pursuant to Section 1000.10(f) of the Elections Code

Dear Mr. Mejia,

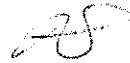
On June 2, 2017, we provided written notice to the City of South Pasadena ("South Pasadena") that its current at-large election system for electing candidates to its City Council was in violation of the California Voting Rights Act of 2001 ("CVRA"). In response, South Pasadena adopted a resolution consistent with Elections Code section 10010 to initiate the process of switching to a by-district election system as provided by the CVRA. On October 4, 2017, South Pasadena adopted an ordinance establishing a by-district election system.

Pursuant to Section 10010(f) of the Elections Code, we are writing to request reimbursement of the cost of the work product that led to our initial notice to Cathedral City. Section 10010(f)(3) caps the amount of any reimbursement request to \$30,000. We have attached a copy of an invoice from Compass Demographics Inc. for demography services related to our initial notice. Also attached is a "time and task chart" summarizing the tasks performed by attorneys at Shenkman & Hughes PC, along with our regular hourly rate approved by several courts. Although the total costs are higher than the statutory limit, we are only seeking reimbursement of \$30,000 provided by the statute. Please arrange for payment to be made directly to:

Shenkman & Hughes, PC
28905 Wight Road
Malibu, California 90265

If you would prefer to wire the funds, please contact me and I will provide you with the wire instructions. Please feel free to contact me if you have any questions, or if you would like to discuss this matter.

Very truly yours,



Kevin I. Shenkman

Enclosures

Southwest Voter Registration Education Project, et al. v. City of South Pasadena

Attorney Time & Task Chart

Task	Shenkman & Hughes Attorney Time
Preliminary discussions with Plaintiffs; evaluate need to pursue South Pasadena; research effect of election of other minorities.	5.7
Initial Investigation and Research – collecting and analyzing endogenous and exogenous election information; collecting and analyzing demographics of population, citizen-voting-age-population, registered voter proportion and voter turnout; work with Compass Demographics to identify appropriate elections for consideration and to prepare preliminary RPV study and report.	8.9
Investigation of history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections and particularly the effect of an anticipated election date change, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns	9.8
Racially-polarized voting / impairment analysis; coordinate with experts regarding same	11.5
Review findings of RPV study and 14028(e) secondary factor investigation; drafting pre-suit demand letter.	2.5
Total Hours	
	38.4 @\$595/hour
Total Fees = \$22,848	

19 - 6

Costs	Amount
Certified mail	\$6.59
Racially-polarized voting and demographic consultant	\$16,800
Total Costs	\$16,806.59

Total Fees and Costs: \$39,654.59

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ATTACHMENT 2
Draft Letter of Protest



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

November 1, 2017

Kevin Shankman
28905 Wright Road
Malibu, CA 90265

Re: Payment Under Protest

Dear Mr. Shankman:

Enclosed is a check for \$30,000 from the City of South Pasadena, paid under protest, given that your invoice alleging the time you purportedly spent between March and May 2017 to research and prepare your form threat letter to South Pasadena, as well as the \$16,800 purportedly paid to your demographer, Compass Demographics, Inc. defies belief.

You claim to have spent over 24 hours investigating South Pasadena's history of election of minorities, review of demographics, and investigation of a "history of discrimination." This is on top of a purported additional 14 hours of time spent reviewing racially polarized voting analysis and findings of the \$16,800 study your expert, Compass Demographics, Inc. purportedly created for you. Given the total inaccuracies of your resulting June 2, 2017 form threat letter where you claimed there is a "complete absence of Latinos to be elected to the City Council in recent history," it is hard to understand how over 38 hours of time could have possibly been spent to come to any such conclusion. Facts which are readily verifiable by online research of less than an hour or two show that: Diana Mahmud, who is Latina and indicated so in her publically available written candidate profile, was elected to the City Council in 2013 and continues to serve at present; previously, David Sifuentes who is Latino was elected in 2007 and served until 2011, and Odom Stamps, who is Latino, was elected in 2003 and served until 2007. In fact, contrary to your assertions based on over 38 hours of purported legal research and preparation of your form letter, Latino candidates have been regularly elected to South Pasadena City Council since at least 2003. Furthermore, your cover letter references the City of Cathedral City, and not South Pasadena, calling into question whether any of your purported time had anything to do with South Pasadena (or Cathedral City), or whether your cover letter and your invoice are both, like your June 2, 2017 threat letter, simply "form" communications used over and over again to the various cities you assert are violating the California Voting Rights Act.

Your use of the California Voting Rights Act to coerce South Pasadena into districts necessarily results in the dilution of the Latino vote, due to the lack of a sufficiently large geographically compact Latino group. You should know that you have done no justice in South Pasadena nor have your actions in any way reflected the stated values of your client, the Southwest Voter Registration Education Project.

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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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: November 1, 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: **Conduct a Public Hearing on the Proposed Water and Sewer Rates and Adopt Resolutions Establishing new Water and Sewer Rates**

Recommendation

It is recommended that the City Council conduct a Public Hearing on the proposed water and sewer rates and:

1. If no majority protest exists:
 - a. Adopt a resolution establishing new water rates effective January 1, 2018; and
 - b. Adopt a resolution establishing new sewer rates effective January 1, 2018.
2. If a majority protest exists, discuss and direct staff on how to proceed with the next steps.

Fiscal Impact

The proposed water and sewer rate structure, if approved, will generate sufficient revenue to offset the utilities operational costs, purchase supplemental water, meet current/proposed debt service as well as infrastructure improvement projects slated for the next five years.

Commission Review and Recommendation

This matter was reviewed by the Ad Hoc Water and Sewer Committee and it recommended approval of the proposed water and sewer rates.

Background

The City of South Pasadena (City) owns and operates a water utility supplying potable water to over 25,000 residents. The City operates a water utility under a permit from the State Water Resources Control Board (Board) Division of Drinking Water and is required to comply with all Federal and State of California (State) water quality requirements. The City has pumping rights in the Main San Gabriel Basin (Basin) and water supply is obtained from four City-owned ground water wells; three wells at Wilson Reservoir site in the City of San Gabriel and one well at Graves Reservoir site in the City of San Marino. The City's system has an overall water storage capacity of 13.2 million gallons in five reservoirs and two tanks. Water is delivered through approximately 6,200 water meters that

CITY OF SOUTH PASADENA 

are connected by approximately 70 miles of water pipe located throughout South Pasadena.

In addition to the water utility, the City owns and operates the sanitary sewer collection system under Regional Water Quality Control Board Permit Number 4SS010436 and is responsible to ensure compliance with Board Order Number 2006-003-DWQ. This Board Order requires the City to take a proactive approach to ensure a citywide operation, maintenance, and management plan is in place to reduce the number and frequency of Sanitary Sewer Overflows (SSO) within South Pasadena. Over 25,000 residents and local businesses discharge into the City-owned sewer collection system. The system consists of approximately 53 miles of gravity sewer lines which ultimately flow into larger trunk lines owned and operated by the Sanitation Districts of Los Angeles County.

The State experienced record low rain fall and extreme drought conditions between years 2011 and 2017. The State has enforced water conservation mandates over the last five years. The City of South Pasadena residents did an exceptional job in meeting the water conservation mandates by the State. However, the drought had serious impacts on the southern California water supply and ground water levels are historically low.

The City is proposing to increase the water and sewer rates to generate sufficient revenues ensuring reliable water and sewer services. Major factors contributing to the proposed increase in water rates include the need to purchase expensive supplement water, replacing the water utility aging infrastructure, new and increasing stringent State and federal water quality regulations, and increase in operational costs. The sewer system was not impacted by the drought, however rate adjustments are being proposed to ensure that the system can be updated to meet regulatory requirements and changing the rate structure for the commercial customers from a fixed rate to a flow based rate based on water use.

Analysis

On August 17, 2016, the City Council awarded a contract to Raftelis Financial Services, Inc. (Raftelis) to conduct a cost of service study for the water and sewer utilities. Raftelis gathered data regarding the water and sewer utility operations to develop the Water and Sewer Rates Study (Study). Pursuant to Section 53756 of the Government Code pass through costs for inflationary increases or wholesale water purchase cost changes were incorporated in the Study.

A copy of the Study prepared by Raftelis dated August 22, 2017 is available on the City's website, City Clerk's Office, Public Works Office, and at the Public Library for public review. Below is an overview of the proposed water and sewer rates.

Proposed Water Rates

The last few years have imposed significant stress on the water utility finances because of the drought and mandatory cutbacks imposed on the water utility. Below is a summary of the major issues that are the basis for the proposed water rate increase for the City:

- As a result of the drought, the safe yield in the basin has been reduced to 130,000 acre feet (AF) per year requiring the City to purchase additional water.

- Substantial increase in water replenishment costs to the Watermaster, the Water Resource Development Fee (WRDF) has increased from \$20 per AF in 2016 to \$70 per AF in 2018 and is projected to increase to \$175 per AF by FY 2022. The WRDF allows the Watermaster to purchase water to ensure reliable water supply available to its member agencies.
- Increase in water production costs because of reduced supplies and large increases in Watermaster charges.
- Construction of water reservoirs and pump stations to be funded by State Revolving Fund (SRF) loans to bring them up to current seismic standards.
- Water sales are not expected to return to pre-drought levels in the near future which will also require higher rates to recover fixed costs.
- Regulatory requirements will result in additional capital costs as well as operational costs.

Raftelis developed a long-term financial plan which sets forth the total revenue adjustments, proposed debt, and capital investment for the next five years. The City's Ad Hoc Water and Sewer Committee recommends the financial plan that entails an average of nine percent adjustment in 2018, an average of seven percent adjustment in 2019, and an average of six percent adjustment for every year thereafter until 2022. It should be noted that the revenue adjustments represent the average increase in rates for the water enterprise. Individual customers will realize different impacts based on their meter size and usage as a result of the cost of service analysis and water rate structure. The proposed water rate structure for the next five years, starting in January 2018 and in January of every subsequent year, are included as Exhibit A in the attached Water Rate Resolution.

Proposed Sewer Rates

The sewer system has not been impacted by the drought because the sewer charges are fixed for all customers and provide a stable source of revenues. However, the City implemented a major capital improvement program to correct deficiencies in the sewers to meet regulatory requirements and will continue to pay associated debt service expenses.

The City's Ad Hoc Water and Sewer Committee recommends the financial plan that entails an average of six percent adjustment in 2018, followed by four percent increases each January of the next four years until 2022. The proposed rates maintain the current fixed charge structure for residential customers: single family residential (SFR) and multi-family residential (MFR) customers based on dwelling units.

Due to wide variations in water use and sewer generation among commercial customers, the commercial rate structure is being changed from a fixed charge to a flow based charge based upon the actual water consumption. Sewer rates for commercial customers will be calculated as set forth in the Study prepared by Raftelis. As a result, most commercial customers with high water consumption will experience increases in their sewer bills and bills for residential customers will be lower. Subject to the exercise of reasonable discretion, the City Manager, or designee, is authorized to resolve discrepancies and complaints concerning the sewer charges and disputes regarding the rate imposed. The proposed sewer rates for the next five years, starting in January 2018 and in January of every subsequent year, are included as Exhibit A in the attached Sewer Rate Resolution.

Proposition 218 Notifications for South Pasadena

In July 2006, the California Supreme Court decision (*Bighorn-Desert View Water Agency v. Verjil*) held that certain utility consumption charges are property-related fees subject to the requirements of Article XIII D, Section 6 of the California Constitution. That constitutional provision, which was adopted by the voters in 1996 as part of Proposition 218, requires that local governments give a special form of mailed notice at least 45 days before holding the Public Hearing on the increase of a property-related fee. The provision also provides that certain affected persons may submit protests with respect to proposed rate increases. To comply with Proposition 218, the City has completed the following:

1. A Notice of Public Hearing on Proposed Increases to Water and Sewer Rates, citing the proposed maximum rates, how a customer can calculate their bill, how revenue will be utilized, general information about the scheduled Public Hearing, and instructions on how to protest the proposed rates was approved by the City Council on September 6, 2017.
2. The Notices were mailed to parcel owners and utility customers on September 13, 2017 which was at least 45 days prior to the scheduled Public Hearing.
3. The written protest votes have been collected by the City Clerk's Office and will be presented to the City Council. If there is no majority protest, the new rates can be implemented with City Council approval. If a majority of the affected property owners/ratepayers submit a written protest prior to the close of the Public Hearing, the City Council cannot approve the proposed rates.

Sections 35.3, 35.4, and 35.5 of Chapter 35 (Water) of the South Pasadena Municipal Code (SPMC) and Section 30.11 (b) of Chapter 30 (Sewer) of the SPMC state that water and sewer rates shall be established by resolution. If no majority protest exists, then the City Council is requested to adopt two resolutions establishing the new water and sewer rates effective January 1, 2018. If a majority protest exists, then the City Council should discuss and direct staff on how to proceed with the next steps.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Resolution Establishing new Water Rates Effective January 1, 2018
2. Resolution Establishing new Sewer Rates Effective January 1, 2018

ATTACHMENT 1
Water Rate Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING WATER RATES PURSUANT TO
SECTION 35.3, 35.4, AND 35.5 OF CHAPTER 35 OF
THE SOUTH PASADENA MUNICIPAL CODE
AND REPEALING RESOLUTION NO. 7331**

WHEREAS, the City Council has determined that the water rates should reflect the cost of providing water service, including the continued repair, replacement and maintenance of the water system infrastructure; and

WHEREAS, the City Manager has submitted a report analyzing said operating costs and funding requirements for operating costs and capital improvements of the water system; and

WHEREAS, said report recommended an increase in the existing water rates to sustain ongoing operating costs, funding of services, capital improvements and emergency repairs; and

WHEREAS, the Water Revenue Bond issuance of 2009 contains, among other things, a rate covenant whereby the City agreed it would establish and collect rates, fees and charges and manage the operation of the Water System such that Water System revenues would be at least sufficient to pay all current operation and maintenance costs, and all payments required under the terms of the Water Revenue Bond, and all payments to meet other obligations of the City which are charges, liens or encumbrances upon Water System revenues, including the payments due under the Water Bond Issuance of 2004; and

WHEREAS, the Water Revenue Bond issuance of 2009 contains, among other things, a rate covenant whereby the City further agreed to establish and collect rates, fees and charges for each fiscal year so as to yield Water System Net revenues equal to at least 120% of the annual debt service during such fiscal year; and

WHEREAS, on September 6, 2017, the City Council designated November 1, 2017, as a Public Hearing date for Proposed Water and Sewer Rates, and approved the Proposition 218 Notice for the year 2018 to 2022 water rates to be mailed out at least 45 days prior to the Public Hearing date; and

WHEREAS, in accordance with the Proposition 218 Notice, on November 1, 2017, a Public Hearing was convened, at which time the City Council considered the written and oral protest filed or presented in connection therewith; and

WHEREAS, the City Council finds that the written protests received are less than 50% of the parcels affected thereby.

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

SECTION 1. Resolution No. 7331 previously establishing water rates on January 15, 2014, is repealed effective January 1, 2018.

SECTION 2. In accordance with Section 35.3, 35.4, and 35.5 of Chapter 35 of the South Pasadena Municipal Code, the City Council does hereby accept and adopt the proposed schedule of water rates for years 2018 to 2022 attached hereto as Exhibit "A."

SECTION 3. The increases in the rates for calendar year 2018 set forth in Exhibit "A" shall be made effective on January 1, 2018, and each succeeding increase shall be made effective on January 1st of each succeeding year.

SECTION 4. Pursuant to Government Code Section 53756, the City also proposes to adopt a program to pass through any wholesale water rate increases. In addition, with regard to its delivery costs, the City proposes to adjust those charges by any changes in the Consumer Price Index. Any such increases will be applied pursuant to the methodology set forth below. The City may determine, in any given year, not to raise rates, or to raise them less than the wholesale water costs or inflation increases. The City will calculate these pass-through increase amounts annually. The City will provide all customers written notice of the pass-through increases not less than 30 days before the effective date of the adjustment.

The methodology for calculating the pass-through increases will be as follows:

- For each increase in the wholesale water charge per unit, the City will add the same amount to the City's water rate.
- In addition to the wholesale water rate increases proposed above, the City will pass through any increases in its delivery costs attributable to inflation. The amount of the increase (if any) will be measured by the Los Angeles-Orange County-Riverside Consumer Price Index (all urban consumers, all items) ("CPI"). The City will calculate the pass-through CPI increase using the year-to-year comparison of the then-current year and immediately preceding year.

SECTION 5. 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 1st day of November, 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 1st day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

	Current	January 2018	January 2019	January 2020	January 2021	January 2022
Bi-Monthly Fixed Charge						
3/4"	\$72.93	\$73.97	\$79.15	\$83.90	\$88.94	\$94.28
1"	\$109.92	\$111.19	\$118.98	\$126.12	\$133.69	\$141.72
1 1/2"	\$202.39	\$204.26	\$218.56	\$231.68	\$245.59	\$260.33
2"	\$313.37	\$315.94	\$338.06	\$358.35	\$379.86	\$402.66
3"	\$572.29	\$576.52	\$616.88	\$653.90	\$693.14	\$734.73
4"	\$942.17	\$948.78	\$1,015.20	\$1,076.12	\$1,140.69	\$1,209.14
6"	\$1,866.88	\$1,879.43	\$2,011.00	\$2,131.66	\$2,259.56	\$2,395.14
8"	\$3,346.43	\$3,368.47	\$3,604.27	\$3,820.53	\$4,049.77	\$4,292.76
Volume Charge (per hcf)						
Tier 1	\$1.97	\$2.93	\$3.14	\$3.33	\$3.53	\$3.75
Tier 2	\$3.36	\$3.69	\$3.95	\$4.19	\$4.45	\$4.72
Tier 3	\$5.41	\$4.32	\$4.63	\$4.91	\$5.21	\$5.53
Efficiency Fee (per hcf)	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
Bi-Monthly Tier Allocation						
Meter Size	Tier 1	Tier 2	Tier 3			
3/4"	15	30	30+			
1"	20	45	45+			
1 1/2"	40	90	90+			
2"	90	190	190+			
3"	200	460	460+			
4"	237	490	490+			
6"	275	600	600+			
8"	350	800	800+			

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ATTACHMENT 2
Sewer Rate Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING SEWER RATES PURSUANT TO
SECTION 30.10(b) OF THE SOUTH PASADENA
MUNICIPAL CODE AND REPEALING
RESOLUTION NO. 7047**

WHEREAS, the City Council has determined that the sewer rates should reflect the cost of providing sewer service, including the continued repair, replacement and maintenance of the sewer system infrastructure; and

WHEREAS, the City Manager has submitted a report analyzing said operating costs and funding requirements for operating costs and capital improvements of the sewer system; and

WHEREAS, said report recommended an increase in the existing sewer rates to sustain ongoing operating costs, funding of services, capital improvements and emergency repairs; and

WHEREAS, on September 6, 2017, the City Council designated November 1, 2017, as a Public Hearing date for Proposed Water and Sewer Rates, and approved the Proposition 218 Notice for the year 2018 to 2022 sewer rates to be mailed out at least 45 days prior to the Public Hearing date; and

WHEREAS, in accordance with the Proposition 218 Notice, on November 1, 2017, a Public Hearing was convened, at which time the City Council considered the written and oral protest filed or presented in connection therewith; and

WHEREAS, the City Council finds that the written protests received are less than 50% of the parcels affected thereby.

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

SECTION 1. Resolution No. 7047 previously establishing sewer rates on May 6, 2009, is repealed effective January 1, 2018.

SECTION 2. In accordance with Section 30.10(b) of Chapter 30 of the South Pasadena Municipal Code, the City Council does hereby accept and adopt the proposed schedule of sewer rates for years 2018 to 2022 attached hereto as Exhibit "A."

SECTION 3. The increases in the rates for calendar year 2018 set forth in Exhibit “A” shall be made effective on January 1, 2018, and each succeeding increase shall be made effective on January 1st of each succeeding year.

SECTION 4. Due to wide variations in water use and sewer generation among commercial customers, the commercial rates set forth in Exhibit “A” is being changed from a fixed charge to a flow based charge based upon the actual water consumption as per the methodology set forth in the Water and Sewer Rate Study prepared by Raftelis Financial Services, Inc. dated August 22, 2017. Subject to the exercise of reasonable discretion, the City Manager, or designee, is authorized to resolve discrepancies and complaints concerning the sewer charges and disputes regarding the rate imposed.

SECTION 5. Pursuant to Government Code Section 53756, which allows a sewer utility to pass through adjustments for inflation, the City proposed to adjust the sewer rates by any changes attributable to inflation. The amount of the inflationary increase (if any) will be measured by the Los Angeles-Orange County-Riverside Consumer Price Index (all urban consumers, all items) (“CPI”). The City will calculate the pass-through CPI increase using the year-to-year comparison of the then-current year and immediately preceding year. The City may determine, in any given year, not to raise rates, or to raise them less than the CPI inflation increases. The City will calculate these pass-through increase amounts annually. The City will provide all customers written notice of the pass-through increases not less than 30 days before the effective date of the adjustment.

SECTION 6. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 1st day of November, 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 1st day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A



Wastewater Rates	Current	January 2018	January 2019	January 2020	January 2021	January 2022
Single Family Fixed Charge (per EDU per bi-month)	\$29.85	\$26.03	\$27.07	\$28.15	\$29.28	\$30.45
Multi-Family Fixed Charge (per EDU per bi-month)	\$20.16	\$20.45	\$21.27	\$22.12	\$23.00	\$23.92
Commercial Flow Charge (per hcf of water)	\$29.85	\$1.72	\$1.79	\$1.86	\$1.93	\$2.01
Elementary Schools (per ADA per month)		\$0.20	\$0.21	\$0.22	\$0.22	\$0.23
Middle Schools (per ADA per month)		\$0.39	\$0.41	\$0.42	\$0.44	\$0.46
High Schools (per ADA per month)		\$0.58	\$0.60	\$0.63	\$0.65	\$0.68
Nurseries (per hcf of water)		\$0.96	\$1.00	\$1.04	\$1.08	\$1.12

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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 Malmud, Councilmember

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

COUNCIL AGENDA: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Authorization to Enter into Negotiations with San Pascual Stables, LLC for the Lease and Operation of the San Pascual Stables**

Recommendation

It is recommended that the City Council authorize City staff to enter into negotiations with San Pascual Stables, LLC for the lease and operation of the San Pascual Stables (Stables).

Fiscal Impact

None.

Commission Review and Recommendation

This matter was reviewed by the San Pascual Stables Subcommittee (Subcommittee). The Subcommittee recommends that the City Council approve the authorization to enter into negotiations with San Pascual Stables, LLC for the lease and operation of the San Pascual Stables.

Background

In February 2015, the City Council voted unanimously to establish the formation of a five member Subcommittee to evaluate the lease for the Stables. The final Subcommittee included Ron Rosen, Kay Findley, Daniel Kreinbring, Edward Corey, and Steve Friedman.

On December 7, 2016, the City Council approved the hiring of a Consultant, Ron Hagan (Hagan) of Integrated Consulting Group, Inc. (ICG) to assist with the Request for Proposal (RFP) process.

After securing a Consultant, the Subcommittee began working with Hagan at the January 11, 2017 Subcommittee Meeting. The Subcommittee, along with Hagan, toured the Stables on Saturday, February 4, 2017; each member of the Subcommittee was given an Existing Conditions Survey (Survey) and a Rating Sheet to complete during the tour. At the March 14, 2017 Subcommittee Meeting, Hagan compiled the results of the Survey. Hagan also interviewed the current Concessionaire, Corbell Partnership, prior to the tour. From the interview and Survey a

list of best practices was created that would be used in the RFP.

The Subcommittee approved the RFP and agreement at the April 11, 2017 Subcommittee Meeting. At the May 3, 2017, City Council Meeting, the City Council authorized the issuance of the RFP for the San Pascual Stables and Concessionaire Lease Agreement.

The RFP became available to the public on May 8, 2017, and was distributed to multiple equestrian professionals and companies via mail, posted on the City website and printed in the South Pasadena Review. A pre-proposal meeting and facility walk-through was scheduled for May 24, 2017. Ten (10) equestrian operators attended the meeting and walk through.

The RFP proposals were due on June 23, 2017. As a result, five (5) proposals were received. The respondents were All Equestrian Services; LLC, Paddock Riding Club; Dark Horse White Knight Inc.; San Pascual Stables, LLC; and Double Crown, LLC.

A five member Ad hoc Committee was formed to review all the proposals, which consisted of the following members:

- Ron Rosen – Chair of the San Pascual Stables Subcommittee
- Kay Findley – Vice-Chair of the San Pascual Stables Subcommittee
- Bob Rose – Consultant for ICG and retired Director of Community Services in Diamond Bar
- Ron Hagan – Consultant with ICG
- Sheila Pautsch – Community Services Director

All five proposals were deemed to meet the minimum requirements to be considered for the new concession lease.

The Ad Hoc Committee, staff, and Consultant then conducted oral interviews with each of the five respondents on July 12, and 13, 2017, which included the following:

- | | | |
|---------------------------------|------------------|--------------------|
| • Paddock Riding Club | Javier Del Angel | Los Angeles, CA |
| • All Equestrian Services, LLC | Linda Fitton | Long Beach, CA |
| • San Pascual Stables, LLC | David Sterckx | Long Beach, CA |
| • Dark Horse White Knight, Inc. | Monica Gordon | South Pasadena, CA |
| • Double Crown, LLC | Regan Rivas | Burbank, CA |

After the first oral interviews, all proposers were given forty-five (45) minutes to give an overview of their business with the remainder of the time being used by the panel to ask questions regarding direct related experiences, financials, capital improvements of facilities and capability to perform. The interview panel discussed each proposer at the end of the interviews and ranked them in the following order.

1. Paddock Riding Club

2. All Equestrian Services, LLC
3. San Pascual Stables, LLC
4. Dark Horse White Knight, Inc.
5. Double Crown, LLC

The Ad Hoc Committee and Hagan then developed a list of questions for each of the top five ranked proposers to clarify issues raised during the review of the written proposals and during the oral interviews. The Ad Hoc Committee then conducted a second oral interview of these proposers. At this time, it was determined the 5th ranked proposer did not merit a second interview, as their proposal presented an operating business plan not consistent with the goals established in the RFP and requested changes in the terms and conditions of the agreement established by the City Attorney and City Council that were inconsistent with City requirements for all concession agreements.

After receiving clarification of the questions about each of the remaining four proposals, the Ad Hoc Committee along with Hagan prepared an analysis of each of the proposals, did a final scoring of the proposals based on the weighted criteria contained in the RFP, and developed its final evaluation and ranking.

1. San Pascual Stables, LLC
2. Paddock Riding Club
3. All Equestrian Services, LLC
4. Dark Horse White Knight, LLC

In summary, all proposers met the minimum qualifications as outlined in the RFP. Only San Pascual Stables, LLC and Paddock Riding Club are currently operating an equestrian center, the others have varying degrees of equestrian experience and business backgrounds. Each proposer presented slightly different approaches on how they would operate the Stables if awarded the new concession agreement. The Ad Hoc Committee determined the proposals from San Pascual Stables LLC and Paddock Riding Club presented the best opportunity for the City to meet the goals for the Stables in the future. While Paddock Riding Club could eventually transition their management staff and programs to the Stables and develop a successful operation patterned after their current operation in Los Angeles, the Ad Hoc Committee felt it would take several years to make the transition and deal with the impact of losing current boarders and clients.

The Ad Hoc Committee recommended San Pascual Stables, LLC (SPS, LLC) to the Subcommittee to move forward with the authorization to enter into negotiations for the City Council consideration.

Analysis

During the second interview process the Ad Hoc Committee received clarification from SPS, LLC on how their operation differs from traditional equestrian operations with regard to how trainers and instructors are paid and why their lower percentage proposal actually generates

approximately the same revenue for the City as higher percentages requested by the RFP. This, along with SPS, LLC's new management configuration and the fact that Paddock probably would take several years to make the transition and deal with the impact of losing current boarders and clients, is the reason the Ad Hoc Committee recommended at the October 10, 2017

Subcommittee Meeting, that the Subcommittee approve a recommendation the City Council move forward with the authorization to enter into negotiations with San Pascual Stables, LLC for the lease and operation of the San Pascual Stables. City staff, along with Hagan, will work with SPS, LLC, in its new management configuration, to finalize the financial terms and operating conditions for the Agreement.

The Subcommittee's opinion is that SPS, LLC could build on their past successes and conduct a financially successful equestrian center that expands the equestrian recreation opportunities to the community and improves their customer service, site security, and facility maintenance under the new terms of the City's Agreement.

If negotiations with SPS, LLC are unsuccessful, then the City should proceed with negotiations with Paddock Riding Club for the new Agreement.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

Attachment:

1. San Pascual Stables Request for Proposals Process Final Report



SAN PASCUAL STABLES

Request for Proposals Process

Final Report

Proposal Evaluations | Analysis | Qualitative Ranking

City Council Appointed San Pascual Stables Subcommittee
October 2017

BACKGROUND AND EVALUATION PROCESS

In early 2016 South Pasadena City Council appointed a special San Pascual Stables Subcommittee (Subcommittee) for the purpose of evaluating the existing concession operations at the City's equestrian center and developing a Request for Proposals (RFP) and New Standard Lease Agreement (Agreement) to operate the Stables under a new agreement with a 3-year initial term, a 7-year extended term, and a 10-year final term.

The City Council directed the Subcommittee to address various concerns and goals to improve revenue performance, increase safety, reduce risk, provide better customer service, increase reporting and transparency, and to make capital improvements that will attract boarders and increase utilization of the equestrian facility.

The City Council also authorized contracting with Integrated Consulting Group, Inc. (ICG) to help the Subcommittee do the evaluation, develop the RFP and draft an Agreement, and provide analysis and advice with the proposal and interview process.

The Subcommittee, along with staff and the consultant, conducted a tour of the existing facility, performed an evaluation of the existing conditions, and surveyed the existing concessionaire to clarify their business practices and best practices operational standards.

The Subcommittee, along with staff and the consultant, then reviewed agreements and RFP's recently used by other municipally owned equestrian properties. A draft RFP and Agreement were then developed and presented to City Council for approval to advertise for bids.

The RFP and Agreement were advertised May 8, through June 23, 2017, in which the City received five (5) proposals. The proposals were reviewed by the consultant, staff and an Interview Ad Hoc Committee (Ad Hoc Committee) of the San Pascual Stables Subcommittee. All five proposals were deemed to meet the minimum requirements to be considered for the new concession lease.

The Ad Hoc Committee, staff, and consultant then conducted personal oral interviews with each of the five proposing entities, which included the following:

- | | | |
|---------------------------------|------------------|--------------------|
| • Paddock Riding Club | Javier Del Angel | Los Angeles, CA |
| • All Equestrian Services, LLC | Linda Fitton | Long Beach, CA |
| • San Pascual Stables, LLC | David Sterckxs | Long Beach, CA |
| • Dark Horse White Knight, Inc. | Monica Gordon | South Pasadena, CA |
| • Double Crown, LLC | Regan Rivas | Burbank, CA |

After the first oral interviews, all five proposals were rated based on their written and oral presentations and ranked according to the criteria contained in the RFP, which was the following:

ITEM	CONSIDERATION
Payment to City	Evaluation of projected payments (Concession percentage fee and Capital Improvement Fund percentage fee) and evidence of ability to achieve such projections.
Quality of Service	Evaluation of previous and proposed quality and quantity of service.
Experience and Background	Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in the business.
Financial Capability	Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and back-up funds; proposed investment in promotion.
Improvements	Proposed enhancement plan of services at the San Pascual Stables and evidence of ability to accomplish these objectives.
Lease Agreement	Reasonable requests for changes and alternate terms and conditions.
Insurance	Strength of issuing company, ability to secure.

The Ad Hoc Committee, staff, and consultant then developed a list of questions for each of the top four ranked proposers to clarify issues raised during the review of the written proposals and during the oral interviews. The Ad Hoc Committee, staff, and consultant then conducted a second oral interview of these proposers. At this time, it was determined the 5th ranked proposer did not merit a second interview, as their proposal presented an operating business plan inconsistent with the goals established in the RFP and requested changes in the terms and conditions of the agreement established by the City Attorney and City Council that were inconsistent with City requirements for all concession agreements.

After receiving clarification of the questions about each of the remaining four proposals, the Ad Hoc Committee, staff, and consultant prepared the following analysis on each of the proposals, did a final scoring of the proposals based on the weighted criteria contained in the RFP, and developed its final evaluation and ranking.

PROPOSAL SUMMARIES

The following pages present a summary of each proposal submitted, comparing what was proposed by the potential concessionaire and what the City had requested in the RFP.

San Pascual Stables, LLC

RFP	Proposal
<p>Term of Lease 3 Yr. Original Term 7 Yr. Extended Term 10 Yr. Final Term</p>	<p>Same as RFP</p>
<p>Financial Terms</p> <p>“Original Term” 8% of Gross Income, plus 2% of Gross Income to “Capital Improvement Fund”</p> <p>“Extended Term” 9% of Gross Income, Plus 3% of Gross Income to “Capital Improvement Fund”</p> <p>“Final Term” 10% of Gross Income, Plus 5% of Gross Income to “Capital Improvement Fund”</p>	<p>Financial Terms</p> <p>“Original Term” 5% Plus 3% CIP “Extended Term” 5% Plus 3% CIP “Final Term” 5% Plus 3% CIP</p> <p>Note: Their business model differs from all the others in that they collect all revenues and pay trainers and instructors a percentage of gross, whereby the other proposers have their trainers and instructors collect their own fees and pay a flat rental fee for space to the owner. By paying a 5% fee on a higher gross revenue number the actual payment to the City would be about the same as a 10% fee on the projected lower gross amounts proposed by the other bidders.</p>
<p>Estimated Pro-Forma Gross Revenue \$800,000 yr.</p>	<p>Estimated Pro-Forma Gross Revenue \$1,105,174 yr.</p>
<p>Payment to the City Lease Payment \$64,000 yr. CIP Fund Payment \$16,000 yr.</p>	<p>Payment to the City Lease Payment \$66,310 yr. CIP Fund Payment \$22,103 yr.</p>
<p>Minimum Capital Improvements</p> <p>New rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, modifying feed storage bins to be able to completely close bins during non-operating hours, refurbishment of barns, replacement of arena lighting, replacement of pipe railing for turn outs, paddocks, and arenas, upgrading of security cameras and lighting, upgrading of spectator seating and shade at arenas, and parking lot resurfacing.</p>	<p>Agreed to all minimum improvements in the RFP, plus will relocate amenities and add a third arena within the first 3-year term. Provide installation of additional perimeter fencing, increase landscaping and number of trees. Development of a security monitoring system is of immediate interest.</p>
<p>Use of the two historic structures Must maintain the two historic structures on site per the City’s Cultural Resources Ordinance</p>	<p>Will use and maintain the two historic structures per City ordinance</p>
<p>City Standard Lease Terms & Conditions</p>	<p>No changes to proposed City standard lease terms and conditions</p>

Paddock Riding Club

RFP	Proposal
Term of Lease 3 Yr. Original Term 7 Yr. Extended Term 10 Yr. Final Term	Same as RFP
Financial Terms "Original Term" 8% of Gross Income, plus 2% of Gross Income to "Capital Improvement Fund" "Extended Term" 9% of Gross Income, Plus 3% of Gross Income to "Capital Improvement Fund" "Final Term" 10% of Gross Income, Plus 5% of Gross Income to "Capital Improvement Fund"	Same as RFP
Estimated Pro-Forma Gross Revenue \$800,000 yr.	Estimated Pro-Forma Gross Revenue \$809,920 yr.
Payment to the City Lease Payment \$64,000 yr. CIP Fund Payment \$16,000 yr.	Payment to the City Lease Payment \$64,713 yr. CIP Fund Payment \$16,178 yr.
Minimum Capital Improvements New rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, modifying feed storage bins to be able to completely close bins during non-operating hours, refurbishment of barns, replacement of arena lighting, replacement of pipe railing for turn outs, paddocks, and arenas, upgrading of security cameras and lighting, upgrading of spectator seating and shade at arenas, and parking lot resurfacing.	Proposed to do all minimum improvements listed in RFP, plus: Relocation of pipe stalls and storage bins to create a new arena Reconstruction of access road Installation of additional perimeter fencing Increase landscaping and number of trees Increase signage and security measures
Use of the two historic structures Must maintain the two historic structures on site per the City's Cultural Resources Ordinance	Will use and maintain the two historic structures per City ordinance
City Standard Lease Terms & Conditions	No changes to proposed City standard lease terms and conditions

All Equestrian Services, LLC

RFP	Proposal
<p>Term of Lease 3 Yr. Original Term 7 Yr. Extended Term 10 Yr. Final Term</p>	<p>Same as RFP</p>
<p>Financial Terms</p> <p>“Original Term” 8% of Gross Income, plus 2% of Gross Income to “Capital Improvement Fund”</p> <p>“Extended Term” 9% of Gross Income, Plus 3% of Gross Income to “Capital Improvement Fund”</p> <p>“Final Term” 10% of Gross Income, Plus 5% of Gross Income to “Capital Improvement Fund”</p>	<p>Financial Terms</p> <p>“Original Term” 10% Plus 2% CIP</p> <p>“Extended Term” 11% Plus 3% CIP</p> <p>“Final Term” 12% Plus 5% CIP</p>
<p>Estimated Pro-Forma Gross Revenue \$800,000 yr.</p>	<p>Estimated Pro-Forma Gross Revenue \$954,140 yr.</p>
<p>Payment to the City Lease Payment \$64,000 yr. CIP Fund Payment \$16,000 yr.</p>	<p>Payment to the City Lease Payment \$95,414 yr. CIP Fund Payment \$19,082 yr.</p>
<p>Minimum Capital Improvements</p> <p>New rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, modifying feed storage bins to be able to completely close bins during non-operating hours, refurbishment of barns, replacement of arena lighting, replacement of pipe railing for turn outs, paddocks, and arenas, upgrading of security cameras and lighting, upgrading of spectator seating and shade at arenas, and parking lot resurfacing.</p>	<p>Proposed to do all minimum improvements listed in RFP, plus relocation of pipe stalls and storage bins to create a new arena, installation of additional perimeter fencing, increase landscaping and number of trees, add recycling bins, and replace and add to existing walkways with new porous materials to address footing and traction during wet weather.</p>
<p>Use of the two historic structures Must maintain the two historic structures on site per the City’s Cultural Resources Ordinance</p>	<p>Will use and maintain the two historic structures per City ordinance</p>
<p>City Standard Lease Terms & Conditions</p>	<p>No changes to proposed City standard lease terms and conditions</p>

Dark Horse White Knight, Inc.

RFP	Proposal
<p>Term of Lease 3 Yr. Original Term 7 Yr. Extended Term 10 Yr. Final Term</p>	<p>Same as RFP</p>
<p>Financial Terms</p> <p>"Original Term" 8% of Gross Income, plus 2% of Gross Income to "Capital Improvement Fund"</p> <p>"Extended Term" 9% of Gross Income, Plus 3% of Gross Income to "Capital Improvement Fund"</p> <p>"Final Term" 10% of Gross Income, Plus 5% of Gross Income to "Capital Improvement Fund"</p>	<p>Financial Terms</p> <p>"Original Term" 10% Plus 4% CIP</p> <p>"Extended Term" 11% Plus 5% CIP</p> <p>"Final Term" 11% Plus 5% CIP</p>
<p>Estimated Pro-Forma Gross Revenue \$800,000 yr.</p>	<p>Estimated Pro-Forma Gross Revenue \$958,640 yr.</p>
<p>Payment to the City Lease Payment \$64,000 yr. CIP Fund Payment \$16,000 yr.</p>	<p>Payment to the City Lease Payment \$97,634 yr. CIP Fund Payment \$38,164 yr.</p>
<p>Minimum Capital Improvements</p> <p>New rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, modifying feed storage bins to be able to completely close bins during non-operating hours, refurbishment of barns, replacement of arena lighting, replacement of pipe railing for turn outs, paddocks, and arenas, upgrading of security cameras and lighting, upgrading of spectator seating and shade at arenas, and parking lot resurfacing.</p>	<p>Proposed to do all minimum improvements listed in RFP, wants to work with City to negotiate other improvements both agree on, but basically thinks the existing amenities are fine for their operation.</p>
<p>Use of the two historic structures Must maintain the two historic structures on site per the City's Cultural Resources Ordinance</p>	<p>Will use and maintain the two historic structures per City ordinance</p>
<p>City Standard Lease Terms & Conditions</p>	<p>No changes to proposed City standard lease terms and conditions</p>

Double Crown, LLC

RFP	Proposal
<p>Term of Lease 3 Yr. Original Term 7 Yr. Extended Term 10 Yr. Final Term</p>	<p>Same as RFP</p>
<p>Financial Terms</p> <p>“Original Term” 8% of Gross Income, plus 2% of Gross Income to “Capital Improvement Fund”</p> <p>“Extended Term” 9% of Gross Income, Plus 3% of Gross Income to “Capital Improvement Fund”</p> <p>“Final Term” 10% of Gross Income, Plus 5% of Gross Income to “Capital Improvement Fund”</p>	<p>Financial Terms</p> <p>“Original Term” 10% 0% CIP</p> <p>“Extended Term” 11% 0% CIP</p> <p>“Final Term” 12% 0% CIP</p>
<p>Estimated Pro-Forma Gross Revenue \$800,000 yr.</p>	<p>Estimated Pro-Forma Gross Revenue \$988,320 yr.</p>
<p>Payment to the City Lease Payment \$64,000 yr. CIP Fund Payment \$16,000 yr.</p>	<p>Payment to the City Lease Payment \$98,832 yr. CIP Fund Payment \$0 yr.</p>
<p>Minimum Capital Improvements</p> <p>New rules and regulations signage at entry access, putting automatic water shut off nozzles on wash rack hoses, modifying feed storage bins to be able to completely close bins during non-operating hours, refurbishment of barns, replacement of arena lighting, replacement of pipe railing for turn outs, paddocks, and arenas, upgrading of security cameras and lighting, upgrading of spectator seating and shade at arenas, and parking lot resurfacing.</p>	<p>Proposed to do all minimum improvements listed in RFP, wants to add therapeutic riding ring, remodel the historic barn into an events facility, rehab the historic residence into a bridal staging facility, add housing for equestrian staff, and put in new footing and leveling of existing arenas to offer more equestrian disciplines and trainers.</p>
<p>Use of the two historic structures Must maintain the two historic structures on site per the City's Cultural Resources Ordinance</p>	<p>Wants to remodel the two historic structures into event facilities (would have to go through the historic resources code for approval)</p>
<p>City Standard Lease Terms & Conditions</p>	<p>Wants major changes to standard terms and conditions established by City Attorney.</p>

ANALYSIS

The following is an analysis of each of the proposals with input from the Ad Hoc Committee. The Ad Hoc Committee, staff and consultant have prepared this analysis based on the information received in the written proposals, the oral interviews, and the responses to specific questions the Ad Hoc Committee asked the proposers to respond to regarding clarification of their proposals.

The analysis is an attempt to provide an overview of how each proposer intends to operate the Stables, their staffing plan, the programming and services they wish to provide, and their marketing/communications plan. The analysis also provides the Ad Hoc Committee's opinion of how realistic or attainable the proposed operations are and a summary of the positives and negatives of each proposal.

The individual analysis and comments are followed by a scoring matrix ranking the proposals according to the criteria contained in the RFP.

San Pascual Stables, LLC

San Pascual Stables, LLC (SPS) is a newly constituted limited liability partnership formed by the current concessionaire and their head trainers. This new entity shifts the ownership and direct management of the Stables to the majority partners who are head trainers at the facility with the existing owners becoming minority partners. SPS has proposed this new structure to address City concerns regarding lines of communication, customer service, capital improvements, and financial reporting.

While their original written proposal was confusing to the Committee in several areas, SPS provided follow up information and clarifications that satisfied the Committee's concerns. The lead managing partners showed an open and cooperative manner in responding to the second-round questions from the Ad Hoc Committee as they explained how they will structure their ownership and manage the Stables.

SPS has presented a different management and operational proposal from the other proposers. All other proposers submitted a plan for a traditional equestrian operation, whereby, the concessionaire is basically a management firm that oversees the daily maintenance and operation of the facility and rents space (arena time, office space, and storage space) to trainers and instructors for a flat fee, leaving the trainers and instructors to market and build their own training business and charge and collect their own fees. Therefore, training and class fees are not reported in the management company's gross revenue as they do not collect those fees directly. SPS's approach is a different business model, similar to the Kaiser Permanente business model in the medical field where management oversees and funds the full operation and collects all fees for the organization while paying doctors an agreed upon fee. In this case SPS markets, builds the business, collects all revenue, and pays all costs for all operations at the facility. They then contract with trainers and instructors to teach at the facility for a fixed percentage of the revenue generated by the clients assigned to them.

Because of this business model, it is unrealistic for them to pay the percentage of gross rent the City has requested in the RFP, as 30% of their gross revenue goes directly back

to the trainers and instructors. If SPS is the City's choice for the concession agreement, the percentage rent terms will have to be negotiated on an adjusted gross income basis, considering their business model, and a revised financial reporting form from the one presented in the RFP and the Agreement will need to be developed. During the oral interview process SPS offered to change their business model to the same as the other proposers if that is what the City desires. However, SPS feels their model gives them better control over the contract trainers, instructors and boarders and participants at the facility because they control all the fees and collections. It should be noted that the future net rent payment to the City is relatively the same under SPS's business model as it is under the other proposals.

While the Ad Hoc Committee initially was not impressed with SPS's written proposal and first round interviews, as reflected in the first-round rankings, it was very impressed with the changes and clarifications SPS made during the second-round interviews. Particularly impressed by the answers they provided on how they would address the issues and the goals the City has for the future concessionaire for the Stables.

SPS presented a plan for immediate capital improvements that includes relocating some pipe stalls, adding a third arena, and installing additional solar lighting and security cameras. They propose to accomplish these items within the first 3-year term.

The Ad Hoc Committee's initial concerns regarding SPS's approach to customer service, marketing, making the facility more welcoming and offering a wider variety of equestrian disciplines were addressed in SPS's second interview. They presented plans to provide for more recreational riders; additional disciplines such as Dressage and Western; monthly boarder meetings; and holding occasional open house activities for the community to visit and become familiar with the Stable operations. They also presented strategies for more community activities and recreational rides to change the perception that the Stables is solely for the Hunter & Jumper enthusiasts. They recognize a need to improve signage of on-site rules and regulations as well as website communications regarding the facility and to better identify their partnership with the City of South Pasadena in both venues.

Other than needing to revise the rent percentages and method of financial reporting, SPS agreed to all other terms and conditions of the Agreement.

In summary, the Ad Hoc Committee's opinion is that SPS could build on their past successes and conduct a financially successful equestrian center that expands the equestrian recreation opportunities to the community and improves their customer service, site security, and facility maintenance under the new terms of the City's Agreement.

Paddock Riding Club

Paddock Riding Club (Paddock) currently operates a full-service equestrian center in Los Angeles that offers multiple trainers and equestrian disciplines to the public. It is a large facility with multiple arenas and a variety of boarding opportunities. The Ad Hoc

Committee's research and visit to the site revealed a facility operating at capacity with a waiting list for boarding units. While there were some areas within the facility that needed upgrading and improved maintenance, the overall operation appeared well kept and well managed.

For San Pascual Stables, Paddock proposes to relocate some pipe stalls, the feed and manure storage areas, and to build a third arena so that additional trainers can be acquired and more equestrian disciplines offered. They note that the current operation at the Stables focuses on Hunter and Jumper training and only utilizes about 70 percent of the available boarding units because that is the maximum the two existing arenas can handle.

Paddock stated that they will continue to operate their current equestrian center in Los Angeles and will provide the same management type structure for the Stables, i.e. a site manager responsible for the entire operation, from contracting with trainers to supervising maintenance and operations and collecting only boarding related fees from horse owners. Their manager would not be a trainer, but rather a Chief Operating Officer who would manage the day to day activities and be the City's contact person.

Their operational structure is a traditional type operation with the owner renting space to trainers and instructors for a flat fee who then solicit their clients and charge and collect their own training fees.

Paddock appears to have the financial capabilities, experience, and background to make the Stables a successful operation that would provide several equestrian discipline opportunities instead of focusing on being a specialized facility for Hunters and Jumpers, which is currently the case at the Stables. Paddock's communication and marketing plan seems feasible and comprehensive. They seem to put emphases on safety at their current facility. The Ad Hoc Committee was very impressed with their oral presentation and plans for operating the Stables.

The concerns the Ad Hoc Committee noted were Paddock's lack of experience in personally operating a riding school and if they could successfully assume the management of the existing San Pascual Stables Riding School if the current trainers elect to leave for another stable. There was also some concern about Paddock's ability to hire and train new management staff and to acquire Hunter and Jumper trainers to continue the successful programs at the Stables and the impact that would have on existing boarders during the transition period. The Ad Hoc Committee identified Paddock's lack of knowledge regarding South Pasadena's Cultural Resources and Historic Structures Code and noted they would have to become familiar with such codes if awarded the concession.

In summary, the Ad Hoc Committee felt Paddock has the experience, demonstrated history, customer service reputation, financial capability, and attainable operating plan to make the City owned Stables a successful full-service equestrian center. Limitations included Paddock's unfamiliarity with the current operating structure of the Stables training and riding school operations. Also, Paddock indicated that the current barn management and concierge staff, who are employed at the Paddock Riding Club facility

in Los Angeles, would have to share management of the Stables until appropriate staff could be employed. Whether the necessary daily oversight of the barns and training operation could occur during this transition is of concern.

All Equestrian Services, LLC

All Equestrian Services, LLC (AES) is a new Limited Liability Corporation that was formed to submit a proposal for operation of the Stables. The principals are a former partner in another equestrian company who previously had the concession lease agreement with the County of Los Angeles for the operation of the Whittier Narrows Equestrian Center in the Whittier Narrows Regional Park and who also worked for the City of Rolling Hills Estates as the Rolling Hills Estates Equestrian Center manager. The other operating partner is a business partner who will handle the business portion of the operations.

The Ad Hoc Committee was impressed with their written proposal and first oral interview, and felt they were worthy of a second interview. The Committee asked them to respond to questions to clarify how they would operate the San Pascual Stables, how they would transition from the existing operation into their proposed operation, what capital improvements they would make to increase programming, and what strategies they have for improving customer service, marketing, and expanding equestrian recreational opportunities for the community. They were also asked about how successful their previous operation was at the Whittier Narrows Equestrian Center and if they could provide references who could comment on their management expertise.

The Ad Hoc Committee was not impressed with the answers to the questions and their presentation during the second interview and would have liked to have had more specifics to assure the Ad Hoc Committee that the proposer had grasped the goals the City wants to achieve with the new concession. The reference and background check also concerned the Ad Hoc Committee in that issues with past boarders and AES's relationship with Los Angeles County were not fully disclosed by AES.

In summary, AES agreed to all the terms and conditions in the City's Agreement and their proposed percentage rent and payment to the City was among the highest proposed. They plan to improve an additional arena and other capital improvements to increase programming and security and to beautify the facility. They currently have the program equipment and maintenance equipment to move into San Pascual to make the transition from the existing concessionaire to their operation go smoothly. While they indicated they could acquire new trainers if needed, it was unclear if the existing success of the Stables Hunter and Jumper program would continue. Their financial pro-forma was among the most complete submitted by any of the proposers. The Ad Hoc Committee's concerns are with their management style, communications, and their ability to succeed financially.

Dark Horse White Knight, Inc.

Dark Horse White Knight, Inc. (DHWK) is a new entity formed to submit a proposal for the San Pascual Stables. The company partners are former equestrian trainers and business persons who have grown up in the South Pasadena area and have experience working at local stables in the area. None of the principals have actual experience of operating an equestrian center. However, they submitted a complete proposal, financial plan, and program that the interview committee deemed worth a second-round interview. The Ad Hoc Committee was impressed with their business background, their enthusiasm, and their knowledge of equestrian disciplines. The areas of concern the Ad Hoc Committee had included the proposer's lack of actual equestrian management experience, the lack of vision for needed capital improvements during the proposed 20-year term of the new concession agreement; and their ability to fund the costs of transition from the current operator to their operation, including replacement of jumps, maintenance equipment, and the minimum capital improvements outlined in the RFP. Their plans to introduce new trainers to the facility if the existing trainers choose to leave were difficult to ascertain. DHWK's proposal is based on operating and maintaining the Stables as is with the existing number of arenas and boarding units.

To reaffirm the principals' interest in developing a successful operating entity, the Ad Hoc Committee would have liked to have met with all principals in the second interview, particularly as the proposed Barn Manager was unavailable during the first round of interviews. Only the lead Barn Operator appeared for the second interview.

In summary, the Ad Hoc Committee was impressed with the principals of the new entity, but was concerned that the new entity would struggle financially to operate a successful stable without a source of operating capital. Their proposed percentage of rent offered and payment to the City was among the highest proposed. While appreciating the interest of the proposers and their business plan, the Ad Hoc Committee was concerned about the proposers' lack of knowledge of operating a full-service equestrian center and their ability to acquire appropriate training staff to maintain the operation if current trainers were to leave the Stables. DHWK's proposal had no plans for relocation of stalls and an addition of a third arena to create more space to increase programming and thus attract new boarders to fill empty boarding units.

Double Crown, LLC

Double Crown, LLC (Double Crown) is a new entity formed to submit a proposal for the operation of the Stables. The principal, who would oversee training and programs, is a former trainer at the Stables and the business partner is an existing real estate agent in the area. Neither has actual experience managing a municipal equestrian center, but both have equestrian experience in managing, training and barn operations under supervision. Double Crown's proposal differs from the other proposals as it puts an emphasis on turning the facility into an events center using the equestrian theme as the attraction for special events. Their proposal is to remodel the historic barn into a community events center and the historic residence into a bridal changing and pre-

wedding facility. They would contract with local caterers for food service and have presented a comprehensive plan to market the venue for events.

Double Crown's business plan is to generate more revenue by utilizing the facility for more purposes than just equestrian disciplines and boarding. They are willing to invest in major capital improvements to accomplish this if the City wishes to go in this direction.

Double Crown has requested substantial changes to the City's Agreement terms and conditions which staff and the Ad Hoc Committee would not recommend to the City Attorney as acceptable.

The financial terms they have proposed include a flat 11% of gross revenue, including the CIP Fund contribution, during the first term, increasing to 11% in the second term, and finally 12% in the final term. This formula works out to be same as the City's proposed terms of 8% plus 3% CIP, etc.; however, the Ad Hoc Committee had concerns about financial reporting and tracking and would recommend the City's proposed formula if the City decides to give the concession to Double Crown.

In summary, the Double Crown proposal would change the business plan for the Stables from being primarily an equestrian facility with occasional event rentals, such as birthday parties, to an emphasis on developing and increasing event space and marketing the facility to generate more event revenue. Equestrian training and boarding would still be provided. However, their focus on maintaining the Stables as an historic equestrian entity was not supported. Rather they were interested in making the Stables into an event and party venue with horses and their owners of a secondary concern.

The new principals seem to have the knowledge to maintain a clean and safe barn and arena system. Because they currently do not operate or own an equestrian center, they have no jumps or maintenance equipment and would need to make a substantial investment in such to transition from the existing concessionaire to their proposed operation. The Ad Hoc Committee's concerns relate to their lack of actual experience in operating a full-service equestrian center, their shift in how the facility operates and would be marketed to the community, their lack of financial support and the changes they are requesting to the City's Agreement terms and conditions.

QUALITATIVE RANKING

Based on the Ad Hoc Committee's review of the written proposals, oral interviews, response to questions, and second oral interviews, the final scoring evaluation has been prepared based on the criteria contained in the RFP. Each criterion was given a weighted percentage to reflect the importance to the City. The final scoring matrix is contained in Exhibit A.

The total score possible for the qualitative ranking is 20. The scoring summary is as follows:

San Pascual Stables, LLC	18.1
Paddock Riding Club	18
All Equestrian Services, LLC	14.3
Dark Horse White Knight, Inc.	11.85
Double Crown, LLC	9.2

This qualitative evaluation ranking has been developed to provide SPSS and City Council with data and analysis as to how the proposals rank in terms of meeting the City's goals to improve revenue performance, increase safety, reduce risk, provide better customer service, increase reporting and transparency, and to make capital improvements that will attract boarders and increase utilization of the Stables in the future and the proposer who would most likely meet these goals.

In summary, all proposers met the minimum qualifications as outlined in the RFP. Only San Pascual Stables, LLC and Paddock Riding Club are currently operating an equestrian center, the others have varying degrees of equestrian experience and business backgrounds. Each proposer presented slightly different approaches on how they would operate the Stables if awarded the new concession agreement. The Ad Hoc Committee determined the proposals from San Pascual Stables, LLC and Paddock Riding Club presented the best opportunity for the City to meet the goals for the Stables in the future. While Paddock Riding Club could eventually transition their management staff and programs to the Stables and develop a successful operation patterned after their current operation in Los Angeles, the Ad Hoc Committee felt it would take several years to make the transition and deal with the impact of losing current boarders and clients.

RECOMMENDATION

The Ad Hoc Committee advises the SPSS to recommend to the City Council that City staff work with San Pascual Stables, LLC, in its new management configuration, to finalize the financial terms and operating conditions for the Agreement. If negotiations with San Pascual Stables, LLC are unsuccessful, then the City should proceed with negotiations with Paddock Riding Club for the new Agreement.

EXHIBIT A

ITEM	CRITERIA	SPS	PADDOCK	AES	DHWK	Double Crown
Payment to City (25%)	Evaluation of projected payments (Concession percentage fee and Capital Improvement Fund percentage fee) and evidence of ability to achieve such projections.	4.75	5	4.25	3	2.25
Quality of Service (15%)	Evaluation of previous and proposed quality and quantity of service.	2.5	2.5	1.5	1.8	1.05
Experience and Background (20%)	Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in the business.	3.8	3.6	3	2.2	1.6
Financial Capability (20%)	Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and back-up funds; proposed investment in promotion.	3.2	3	2.8	2.2	2.4
Improvements (10%)	Proposed enhancement plan of services at the San Pascual Stables and evidence of ability to accomplish these objectives.	1.9	1.9	1.2	1.1	.80
Lease Agreement (5%)	Reasonable requests for changes and alternate terms and conditions.	.95	1	.85	.85	.40
Insurance (5%)	Strength of issuing company, ability to secure.	1	1	.7	.7	.7
Total Score		18.1	18	14.3	11.85	9.2


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: November 1, 2017

TO: Honorable Mayor and City Council

VIA: Elaine Aguilar, Interim City Manager 

FROM: Anthony J. Mejia, Chief City Clerk 
Paul Toor, Public Works Director 

SUBJECT: **Appointment to the San Gabriel Valley Mosquito and Vector Control District**

Recommendation

It is recommended that the City Council appoint a City Councilmember to serve as the City's representative to the San Gabriel Valley Mosquito and Vector Control District (District) Board of Trustees effective January 1, 2017, for a two-year term.

Fiscal Impact

There is no fiscal impact.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On September 13, 2017, the Local Agency Formation Commission (LAFCO) for Los Angeles County adopted Resolution No. 2017-02PR approving the annexation of the City of South Pasadena into the District.

Pursuant to the California Health and Safety Code, the City Council of each city that is located within the District may appoint one person to the Board of Trustees, who must be an elector and resident of the City. The term of office shall be two- or four-years at the discretion of the appointing body and the appointee may be reappointed for successive terms.

District Board of Trustee meetings are held on the second Friday of each month at 7:00 a.m. at the District headquarters located at 1145 N. Azusa Canyon Road, West Covina, CA. District Trustees receive a stipend of \$100 per month. The District Trustee Reference Manual outlines the District's history, legal basis, budget process, and the trustees' role and function (Attachment A).

Analysis

The City Council may appoint a Councilmember, or a member of the public that is an elector and resident, to serve as the City's representative to the District Board of Trustees. It is recommended that a Councilmember serve as the City's representative to provide for advocacy on behalf of the South Pasadena area and to ensure the City and residents are informed about services and resources offered by the District.

Alternatively, the City Council may direct staff to advertise and recruit for members of the public that desire to be considered for appointment to the District Board of Trustees. If so directed, staff anticipates providing the applications to the Mayor in mid-December 2017, for the City Council's ratification of the nominee at its meeting on January 3, 2018. In addition, the City Council may elect to make the term two- or four-years, at its discretion.

Legal Review

The City Attorney has not reviewed this item.

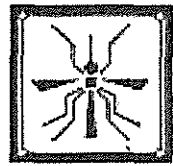
Public Notification of Agenda Item

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 – Trustee Reference Manual

Trustee Reference Manual

FOR MEMBERS OF GOVERNING BOARDS
OF MOSQUITO, VECTOR, AND PEST ABATEMENT
DISTRICTS IN CALIFORNIA



MVCAC

MOSQUITO AND VECTOR CONTROL
ASSOCIATION OF CALIFORNIA

March 9, 1992

Revised: March 9, 1996; November 4, 2004

Updated and Amended January 2, 2008 for Trustees of the
San Gabriel Valley Mosquito & Vector Control District

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PREFACE

This revision of the *Trustee Reference Manual* has been prepared for individuals representing the residents of the respective appointing governmental entities as trustees of mosquito abatement and vector control districts in California.

The purpose of the manual is to review the history and function of such agencies, and to delineate the responsibilities of the trustees serving on their respective boards.

This manual is a supplement to individual district policy manuals, vector control publications, and other germane material available at the local level.

INTRODUCTION

Mosquitoes have plagued man since prehistoric times. It has been possible to identify pest species since 1800, but only in the last 110 years has proof existed that mosquitoes can transmit parasites of man and other animals. Entomologists began to develop effective mosquito control measures as early as 1900.

Great advances in the knowledge of mosquitoes and their control were made prior to World War II. During the war period, the urgent need for protection of personnel from malaria-transmitting mosquitoes resulted in the formulation of chlorinated hydrocarbon insecticides, development of the four-wheel drive jeep as a mosquito control vehicle, and modifications of aircraft for spraying extensive acreage of mosquito breeding waters. These war-born developments were quickly adapted to civilian programs after the war.

Repeated exposure to chemical insecticides resulted in many populations of mosquitoes becoming physiologically resistant, so that insecticides frequently failed to provide satisfactory control. Of necessity, mosquito control agencies were forced to re-examine control technology.

"First, know well the mosquito," was a statement made over 90 years ago by Professor W. B. Herms, world-famous pioneer mosquito research specialist at the University of California. He meant that the more one knows of the habits and biology of the mosquitoes, the more effectively one can control them.

There are 3,000 species of mosquitoes known throughout the world. Most, but not all, feed upon mankind and other animals. They feed upon birds, reptiles, and mammals. Several species have even been observed feeding on fishes. Fifty-three described species of mosquitoes occur in California, but only a dozen of these are considered to be of importance to human health and comfort.

Mosquitoes must have water, food, and some shelter from the elements to survive. Most require a blood meal to develop viable eggs, but some species can reproduce without obtaining blood.

Individual mosquito species have definite life style preferences. They often show considerable variation from normal patterns. All mosquito species originated in the wilds but many have adapted to the easy living conditions provided by man in association with his use of water. Consequently, the mosquito populations of developed or urban areas may rival those in the unimproved and rural areas.

Flight habits vary greatly. Some mosquitoes stay close to the water in which they developed. Others may fly distances of up to 40 miles and extreme flights up to 110 miles with favorable winds have been documented.

More than 59,000 square miles of land are already included within the boundaries of local mosquito and vector control agencies in the State of California.

Mosquitoes, Vectors & Public Health

The history and importance of mosquito control are founded on the direct relationship of mosquitoes to the health, comfort, and economy of man. In early historic times some societies undertook drainage projects to remove the sources of mosquitoes and other biting Diptera that plagued them.

Today, mankind is most aware of and concerned about mosquitoes for their disease transmission potentials, which are of great significance throughout the world. Malaria, yellow fever, filariasis, and the encephalitides are well known infections of man that are transmitted by mosquitoes, but less well known are many prevalent diseases of domesticated animals such as equine encephalitis and heartworm of dogs.

Other vectors and carriers, such as cockroaches, filth flies, biting flies, biting gnats, ticks, fleas, and rodents are involved in the transmission of diseases such as plague, dysentery, Lyme disease, relapsing fever, leptospirosis, and blue tongue of sheep.

Malaria

“Malaria” is the collective name for a group of four similar infections of mankind caused by single celled organisms known as protozoans. The malaria parasite is transmitted from infected reservoirs to uninfected individuals by female *Anopheles* mosquitoes. Malaria was a scourge to our Central Valley during the 19th Century and until mosquito control programs effectively curbed transmission in the 1920’s. Today, malaria in California can be transmitted through the bite of a vector or the use of infected needles. Regardless of the source of the infection, the parasite may be transmitted with equal facility by the *Anopheles* vector species in the area. Periodically, various areas in California have experienced increased malaria incidence. Malaria could become epidemic in regions lacking effective control programs.

Encephalitis (mosquito-borne)

Mosquitoes are vectors of several types of viral encephalitides that occur naturally in California. These diseases include St. Louis encephalitis (SLE), western equine encephalomyelitis (WEE) and California encephalitis (CE). Both SLE and WEE are important public health diseases that have caused human epidemics at various times, and WEE affects horses as well. Recently another encephalitis virus, West Nile virus (WNV), has spread across the United States. WNV was first found in California in 2003. WNV has caused major disease epidemics in human, equine and avian populations in areas where it has spread. Currently, there are no preventative encephalitis vaccines for humans; therefore the best defense is an effective mosquito control program.

Plague

Plague is caused by a bacterium that is transmitted from rodent to rodent or from rodent to man by fleas. Plague circulates in wild rodents such as ground squirrels, chipmunks, and wood rats. Periodically, epidemics occur in the world rodent populations, necessitating flea and rodent control measures in parks or other undeveloped areas. Rat-borne plague is a concern wherever domestic rats come into contact with the wild rodent population.

Lyme Disease

Lyme disease is a bacterial disease that is transmitted to humans and other animals in California through the bite of an infected Western black-legged tick. The tick infection rate in most of California appears to be low at this time (2003), but any increase in the tick population can result in an increase in the incidence potential of the disease.

Economic Importance

Vector-transmitted diseases affecting mankind result in the loss of time, money, health, productivity, and the economic potentials of a community.

Economic losses from mosquitoes and other vectors are measured in reduced human and animal productivity, increased medical care expenses, possible loss of life, reduced tourist trade, recreational activities, real estate values, and land development.

The control of mosquitoes and other vectors can be expensive in that it requires utilization of appropriate physical, chemical, and biological control measures, public education, and the employment of knowledgeable trained personnel. All of this is paid for by a portion of each citizen's tax dollar.

CHAPTER I

HISTORY OF MOSQUITO CONTROL IN CALIFORNIA

Initial mosquito control action in California

The first recorded mosquito control efforts in California were under the direction of University of California professors and employed against the salt marsh mosquitoes of the San Francisco Bay marshlands at San Rafael (1904), and at Burlingame (1905).

First anti-malaria control efforts

The devastating effects of malaria in California's Central Valley in 1908 led to an education and demonstration program on malaria and anopheline mosquito control conducted by professor William B. Herms of the University of California, Berkeley, and sponsored by the Southern Pacific Railway. The first organized anti-malaria program was undertaken at Penryn in the Sacramento Valley in 1910, and later the same year an anti-malaria program was started in nearby Oroville.

First legislated abatement agencies

Enabling legislation for the creation of organized mosquito control agencies was passed May 29, 1915, when the Mosquito Abatement Act was approved by the State Legislature. The Marin, Three Cities, and Oroville Mosquito Abatement Districts were formed in 1915-16, with the Los Molinos, Pulgas and Dr. Morris (Kern) MADs being established in the following year.

Pest abatement districts

Legislation authorizing the creation of pest abatement districts was passed in 1935, but only a few such districts have been formed for mosquito control. The Carpinteria Pest Abatement District, formed in 1936, and the Eastside District, formed in 1939, are two. In pest abatement districts, the powers and legal bases are very similar to mosquito abatement districts, but the former provide for abatement of "any plant, animal, insect, fish, or other matter or material" as deemed a pest.

Coordinating role of state health

The State Department of Public Health (Department of Health Services) created a Bureau of Vector Control (Environmental Management Branch) in 1946. The Branch was staffed with experts who assisted in the formation of many new mosquito abatement districts. The Branch also provided a number of technical services including disease surveillance and research studies throughout California.

Current status of control agencies

There were 80 organized mosquito and vector control agencies in 2007, 61 of which were members of the MVCAC. These agencies had a combined operating budget totaling 129 million dollars. They

provided control measures against mosquitoes, chaoborids, chironomids, rodents, and other pests and vectors for 33.2 million California residents.

Present and future challenge:

Costs and the complexity of mosquito and vector control in California have increased markedly since the adoption of the Environmental Protection Act in 1969. Continuous increases in the number of governmental regulations and permitting bodies have greatly altered and restricted chemical usage for pest control.

The rising cost of development of alternative chemical and bio-rational control products combined with the resistance of many vector species to existing pesticides, continue to hamper control measures.

Newly emerging or introduced vectorborne diseases (such as West Nile virus and hantavirus) and the introduction of non-native species (such as *Aedes albopictus*) have reinforced the need for consistent, effective mosquito and vector control.

In an era of increasing health hazard to more people, of more regulatory restrictions, and a voting public imbued with curtailing the high cost of government, it may become more difficult to provide the protective vector control services that the public desires.

This is the legacy that trustees of district boards will be forced to accept. These are the challenges that boards must face. Solutions will demand wisdom and support if we are to provide for the future health and economic stability of our communities.

CHAPTER II

DISTRICT GOVERNING BOARDS: THE LEGAL BASIS

Enabling legislation: Mosquito Abatement Act

In 1915 the California Legislature adopted the "Mosquito Abatement Act" which has been incorporated into the California Health and Safety Code as Chapter 5 of Division 3. This formed the basis for the creation, governing powers, and functions of mosquito abatement and vector control districts.

Chapter 8 was adopted in 1935 enabling the formation of pest abatement districts (Health and Safety Code, §§ 2800 et seq.).

A comprehensive review of the Mosquito Abatement Law was completed in 1939 and there were some additional minor changes made in the 1980's. A second comprehensive review was completed in 2002 and the current language was adopted on January 1, 2003.

Appointed representatives: Ch. 5, Article 3, §§ 2021, 2022

These sections provide for the appointment of trustee representatives to form a district governing board (board of trustees) of not fewer than five members. Usually each incorporated city within the district appoints a representative. The county board of supervisors appoints one to five representatives from the county-at-large. All members of the board of trustees must be electors and residents of the county or city by whom they were appointed.

Terms of office: Ch. 5, Article 3, §§ 2023, 2024

Terms of office and successive reappointments (if any) for trustees of MADs and VCDs are established as two or four years at the discretion of the appointing authority. New members may be appointed by the appropriate body to fill a vacancy during the term, but must be re-appointed at the common term expiration date in spite of serving for less than a full term.

It is usual practice for the secretary of the board (or his/her designated representative) to notify the appointing bodies regarding a member's expiration date in advance so reappointment or replacement can be accomplished in a timely manner.

Election of board officers: Ch. 5, Article 3, §§ 2027

Statutes require the election of a president and a secretary to the board to provide for district organization. The president shall be a trustee. The secretary may be either a trustee or a district employee. Many districts also elect a vice-president and find it advisable to establish procedures for election succession and terms of board officers.

Board meetings: Ch. 5, Article 3, §§ 2028-2029

The district board establishes a time and place to hold its meetings, and establishes the rules of procedure for these meetings based upon current applicable statutes and regulations. The board of trustees shall meet at least once every three months and all meetings of the board of trustees are subject to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code. Except as otherwise specifically provided to the contrary in the Health and Safety Code, a majority of the board of trustees shall constitute a quorum for the transaction of business.

District powers: Ch. 5, Article 3, §§ 2040-2055

District powers were given to mosquito and vector control district boards in recognition of the need to act expeditiously to ensure timely vector control efforts to avoid a public health hazard.

During the last several years, the extension of various federal acts into former state's rights has significantly impaired these state mandated powers. There is also a conflict of powers between and among agencies within the state, especially in the functions involving environmental modifications, aquatic habitats, and endangered species. It is essential for mosquito abatement and vector control districts to coordinate with local, state, and federal agencies in order to cope with the regulatory and permissive powers thereof.

A district's powers are delineated in the Health and Safety Code as cited above. Consult the code to review all of a district's powers. Some of those listed powers are:

Take any and all necessary actions to prevent the occurrence of or abate or control vectors or vectorborne diseases.

Conduct surveillance programs of vector and vectorborne diseases.

Enter properties without hindrance or notice, either in the district or reasonably adjacent to the district, for the purpose of inspection or control (subject to the limitations of the US Constitution and the California Constitution). Any person hindering a district officer or employee is guilty of a misdemeanor.

Participate in, review, comment and make recommendations regarding, local, state or federal land use planning and environmental quality processes, documents, permits, licenses and entitlements for projects and their potential effects on vector or vectorborne disease production.

Exercise all rights and powers necessary to carry out its stated powers as a mosquito or vector control district.

All powers are bestowed upon the collective board of trustees and not to the individual trustee member. These powers may be exercised only at a public meeting. Specific powers may be granted

to trustee committees or individual members of the board or to management employees by public action of the board.

Trustee responsibilities and liabilities

Trustee responsibility exists in many different moral and legal relationships. This manual presents background information to aid individual board members in decision making to better fulfill the obligations to their constituency, to the district, and to the staff that serves them; and to aid in the effectiveness of the whole board and its members.

Various legislative acts have been put into the California Government Code to prevent abuse of public trust as well as to protect such representatives from public abuse through false claims.

The Brown Act (secret meeting law) was passed to assure accessibility to the transactions of all public agencies by the public and the media. Exceptions to public accessibility are provided for by allowing closed sessions related to specific items such as land negotiations, conferences with legal counsel regarding litigation, security, and certain employee matters, as defined.

A Conflict of Interest and Financial Disclosure policy was instituted as part of the Government Code in 1976. Boards of trustees must adopt an approved conflict of interest code for their agency. It is required that all public representatives and certain district employees file a financial disclosure statement annually in accordance with that code.

Recent change (2005) to the Government Code require local agency officials who receive any type of compensation for performance of their official duties receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service every two years.

Numerous statutes throughout the California Government Code are applicable to all public agencies. Infractions of these legally established statutes due to negligence or certain other causes, constitutes a potential liability for personal lawsuits. Essentially, personal liability involves:

- A. Wrongful acts (willful or negligent) of the district or its officers or its employees.
- B. Personal conduct of its directors (trustee members).
- C. Wrongful expenditures of district funds.

When suits are filed against the district, various district parties, including trustees, may be named as defendants. If necessary, district funds may be utilized for defense costs of trustees in certain types of personal liability related to district business functions.

Pest Abatement District: Ch. 8, §§ 2800 - 2910

All members of pest abatement districts are appointed by the board of supervisors of the communities within the district area of responsibility. The total is limited to not more than nine trustees per district. The term of office for each trustee is left to the discretion of the respective appointing board of supervisors.

CHAPTER III

FUNCTIONS OF BOARDS OF TRUSTEES

Introduction

Boards of trustees of mosquito abatement and vector control districts are empowered to undertake and carry out a vast number of duties under Health and Safety Code Sections 2000-2093. Initial establishments of district administration and procedural guidelines are required to separate the functions of trustees from those of management. Decisions regarding policy and oversight of the operation and administration of districts are of prime concern to all members of boards of trustees.

Administration

The array of powers given to district boards is incorporated in the Health and Safety Code Section 2040. The primary function of the board of trustees is the establishment of policies and the definition of guidelines. The board employs the manager and delegates authority to the manager to execute these policies and guidelines on a daily basis. The manager must communicate with the board and provide the information necessary to make intelligent decisions regarding such matters. Once policies are set, trustees must, both individually and collectively, recognize and respect the separation of the functions of the executor (manager) and the policy makers (board).

Trustee Communication

Policy development and strategic planning can be achieved by utilizing trustee committees, in conjunction with the manager. A number of districts have developed Employee Manuals and District Policy Handbooks, which outline the authority and policies needed to guide a district and identify the board members' responsibilities. Committees can be formed to address such items as Budget and Salary Negotiations, Finance, Policy, Future Planning, Capital Improvements, and Legislation, as well as other matters. These committees meet, confer, and recommend to the board the necessary action. The manager and board then work together as a team to properly implement and apply the resolutions, guidelines, or policies adopted.

Mosquito and Vector Control Association of California (MVCAC)

The Trustee Advisory Council is an MVCAC committee consisting of trustees affiliated with the corporate member districts. This committee promotes cooperation and interaction between and among those persons and entities concerned with mosquito and vector control. The committee also provides advice and suggests action related to policy, fiscal, legislative or legal matters of the MVCAC. The Trustee Advisory Council is organized with a president, vice-president, secretary, immediate past president, and five regional trustee representatives.

CHAPTER IV

DISTRICT FINANCE

Required Practice and County Coordination

The outline for management of a district's finances is contained in Health and Safety Code Sections 2070-2085. District finances are controlled at the local level and must conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 (commencing with Section 103.1) of, and Article 1 (commencing with Section 1121) of Subchapter 4 of Division 2 of Title 2 of the California Code of Regulations. The county treasury is usually the depository for district funds collected. The county treasurer invests the cash under policy guidelines established by the county. Credit risk information regarding the cash held by the county treasurer is included in an annual report by the county.

Districts may also be tied to other county offices and the State treasurer through participation in retirement plans, insurance, and various benefit programs.

Significant Accounting Policies

Districts are an integral part of their counties and their financial statements are included as a component unit of the general-purpose financial statements prepared by each county. The counties perform certain administrative services such as maintenance of accounting records.

The accounts of districts are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which the activities are controlled.

Districts use the modified accrual basis of accounting; consequently, revenue is recognized when it becomes measurable and available and expenditures are generally recognized when the related liability is incurred.

Standard classifications and numerical systems for revenue and disbursements were adopted for all counties of the State. The filing of annual financial reports to the State Controller is mandatory.

Inventories of insecticides, herbicides and oil are valued at cost on a first-in first-out basis. The shelf life of insecticides dictates this process and inventory practice.

Revenue

Districts obtain operational revenues through taxes, assessments, service charges, or a combination thereof. If tax supported, the auditor of each county in which a district is located shall allocate to the district its share of property tax revenue pursuant to Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code. This is based on the State Legislature determining the method of distribution of receipts from a 1% tax levy among counties, cities, school districts and other special districts including mosquito abatement districts.

Assessments and service charges are collected in a manner similar to taxes, but are credited in their entirety (except for a handling fee) to the district. Some districts may also receive State funds assistance through the county board of supervisors. In general, a district may accept any revenue, money, grants, goods, or services from any federal, state, regional, or local agency or from any person for any lawful purpose of the district.

Budgeting Process

On or before August 1 of each year, the board of trustees shall adopt a final budget, which shall conform to the accounting and budgeting procedures for special districts contained in Subchapter 3 – Division 2 of Title 2 of the California Code of Regulations.

The board of trustees may divide the annual budget into specific categories. The board of trustees shall forward a copy of the final budget to the auditor of each county in which the district is located.

Budgets are yearly expenditure guidelines for the future balanced against an estimated revenue schedule. Budget formation is a continuous process. The data and evaluation recorded in previous years provide greater reliability to the budget estimates for succeeding years. Budget formation is usually a review process for the board of trustees as staff members prepare the specific budget items. Mosquito and vector control programs must cope with wide biological and ecological variances. Control programs thus exhibit significant differences in major categories, such as equipment, supplies, and wages. Direct cost comparisons between districts are not feasible or healthy.

Budgeted Reserves

Health and Safety Code Section 2070 provides for an unallocated general reserve. This option was provided to meet district expenditure needs in the first half of the fiscal year prior to the collection and distribution of revenues. Without this reserve, districts would have to borrow money, with interest charges, for operations during the months of July through December. Districts may set their own limit for a general reserve.

A district may also establish restricted reserves for such things as contingencies, capital and asset preservation and public health emergencies. These funds, if not used, are not lost at the end of the fiscal year, but are carried over into the next fiscal year thus aiding in offsetting budget increases. The Health and Safety Code allows districts to set their own limits for these reserves.

Internal Control Structure

Management's responsibility for the internal control structure and the objectives of, and the inherent limitations in, the internal control structure are adapted from the Statements on Auditing Standards of the American Institute of Certified Public Accountants.

Management is responsible for establishing and maintaining an internal control structure. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the internal control structure policies and procedures.

The objectives of an internal control structure are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorization and recorded properly to permit the preparation of general purposes financial statements in accordance with generally accepted accounting principles.

Trustees must be cautious because of inherent limitations in any internal control structure; errors or irregularities may occur and not be detected. Also, projection of an evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operations of policies and procedures may deteriorate.

CHAPTER V

INTERGOVERNMENTAL AND COMMUNITY RELATIONS

Meeting Community Interest

The evolving complexity of governmental agencies and their increased regulatory powers has made severe inroads upon districts' operational powers. At the same time, changes in public sensitivity in regard to environmental protection, local property taxation, and legalized invasions upon the residents' personal rights, resulted in the necessity for even higher levels of community and public relations.

As a trustee on the board of your mosquito and vector control district, you have committed to serve the best interests of the community, provide services that are essential to the community, and represent the local residents. You have a number of responsibilities as a trustee, which include setting the district policies, direction, and establishing strategic goals and objectives. This requires a close working relationship with many local, state and federal agencies.

There are many agencies and interests with whom districts must cooperate in order to fulfill their responsibilities to the public. Although management is principally involved in such relations, trustees can frequently be very effective in contacts with cities or areas that they represent, usually in conjunction or consultation with the manager.

There exists a continuous need for districts to provide awareness of what the district does and how it benefits the community and the residents therein. Although an agency may be providing excellent and essential services, a lack of public awareness leads to a lack of appreciation. Trustees, through their many contacts with public bodies and individuals, are in a good position to promote community education in regard to the district's service role and to the benefits it provides.

First, and foremost, a district should have a good working relationship with the other districts in its region. Neighboring districts should always work together when it is appropriate to control mosquito or other vector problems that might cross their borders. The following is a review of some of the other important agencies with whom the district trustees and management should be working closely.

California Department of Public Health (CDPH)

The Department of Public Health works closely with mosquito and vector control districts, agricultural commissioners, the Department of Pesticide Regulations and the state universities regarding the protection of the public health and pesticide use in public health vector control.

Memorandums of understanding and cooperative agreements between mosquito and vector control agencies and other state and federal agencies have aided in compliance with strict state and federal regulations regarding the use of pesticides while protecting the judicious use of pesticides to control disease vectors and pests. District trustees and managerial staff should be familiar with agreements

such as the Cooperative Agreement between DPH and local vector control agencies. Further, they should encourage lawmakers and regulators to recognize the importance of maintaining a diverse selection of public health pesticides.

American Mosquito Control Association (AMCA)

The American Mosquito Control Association is an international association comprised of members with a common interest in promoting mosquito control and mosquito research. Mosquito and vector control districts would be well advised to become sustaining members of the AMCA. The benefits are significant in areas of legislation, regulatory, publications, public education, training, and science, to name a few. In addition, the AMCA annual conference is a tremendous program for district trustees and professional staff to receive timely information on topics of interest with mosquito control.

Mosquito and Vector Control Association of California (MVCAC)

The Mosquito and Vector Control Association of California was founded in 1930. It first met in Berkeley, California for the purposes of discussion and information exchange among district representatives, university professors, and others involved in this field. Agencies and individuals devoted to mosquito and vector control make up the membership of MVCAC. These include independent special districts, vector control divisions of cities and counties, state health agencies, universities, and others. All mosquito and vector control districts should be members of MVCAC.

The MVCAC provides many services to its members. For example, the MVCAC coordinates the statewide surveillance program to detect West Nile virus and other mosquito-borne diseases. The MVCAC has active legislative and public education/media programs. MVCAC also produces outstanding publications and educational pamphlets for the members to use in their programs.

To encourage and facilitate communication and cooperation among its members, the MVCAC staff coordinates an annual conference and interim membership and committee meetings. Communication also includes a web site, quarterly newsletters, and biweekly email updates. Trustees may receive all of these communications through their district's manager. In addition, district managers, trustees and district professional employees should attend MVCAC meetings to stay current on issues affecting their agencies. Trustees, managers and district professional staff can also contribute by helping to plan events, testify at hearings and offer advice or assistance, when appropriate. Without this volunteer work, MVCAC cannot be as effective as it has been in the past. To provide contact information and other helpful references, the MVCAC publishes an annual yearbook. This yearbook provides information on the MVCAC by-laws, memberships, committees and various activities.

University of California

The University of California (UC) conducts research in areas of mosquito and vector biology and control and vector-borne diseases. This research provides a direct benefit to mosquito and vector control districts and their programs. They also work closely with DPH and the MVCAC in the surveillance of mosquito-borne viruses.

Mosquito and vector control district staff should keep up to date on the information resulting from the research conducted by the UC. The University of California has representatives who work closely with the MVCAC and information is disseminated through the MVCAC to its members. In addition, districts may offer assistance to the UC researchers in order to further the scientific knowledge needed for effective, modern mosquito control programs.

California Department of Fish and Game (DFG)

The Department of Fish and Game manages over 850,000 acres of wildlife habitat. The State acquired these wildlife areas to protect and enhance habitat for wildlife species, and to provide for wildlife associated public use. These lands provide habitat for a great variety of plant and animal species, including many listed as threatened or endangered.

United States Fish and Wildlife Service (USFWS)

Mosquito management on national wildlife refuges is a complex and often controversial issue for mosquito and vector control agencies, particularly when refuges are located near urban areas or communities where tourism is part of the local economy. Mosquito control is not automatically included as part of the wildlife management activities conducted on refuges. Therefore, it is imperative that district staff actively communicate and work with refuge management to ensure that public health concerns are addressed and that an effective mosquito control program becomes a part of the refuge management plan.

California Special District Association (CSDA)

The California Special District Association represents special districts in California. There are many types of special districts providing services to Californians such as water, fire protection, utilities, cemetery, municipal services, mosquito and vector control and others. The CSDA provides services such as legislative advocacy, information, representation on governmental committees, education programs and management resources. The CSDA promotes, through media and public education campaigns, special districts as one of the best types of government for local services. The CSDA annual conference can be a source of training and information to mosquito and vector control agency staff and trustees.

The CSDA Special District Governance Academy is specifically designed for trustees. The areas covered include; fundamentals of governance, strategic planning, community leadership, finance, human resources and the governing board's role in the operation of the district.

Joint Powers Agencies

In 1979, several member agencies of the MVCAC formed the Vector Control Joint Powers Agency (VCJPA) to provide for self-funded insurance programs. The VCJPA currently offers insurance programs for worker's compensation, auto-physical damage, property, business travel accident, group fidelity, underground storage tanks, liability and employment risk management.

Districts should, of course, investigate all of the options available to them when making decisions concerning insurance coverage. Other self-insurance programs are available and include programs through the CSDA, the Special District Risk Management Authority (SDRMA) and the Central California Vector Control Joint Powers Agency (CCVCJPA).

Local Agency Formation Commission (LAFCO)

The Local Agency Formation Commission is an independent agency created by the State Legislature in 1963 to provide for growth and development planning, especially as it pertains to local service delivery, within each county. Mosquito and vector control agencies must go through their local LAFCo on any issues involving their boundaries and/or changes in the services provided.

CHAPTER VI

PERSONNEL RELATIONS

In general, personnel management and relations are the responsibility of the manager of the district. The board does not usually become involved with the hiring, firing, or management of personnel other than the manager. It is the board of trustees' responsibility to hire and direct the manager. All other personnel are under the direction of the manager.

Personnel relations considered here are those for which the board of trustees has responsibility as prescribed by statute or adopted procedures for administrative purposes. These involve coping with employee associations or unions in the fields of wage and benefit negotiations, grievance hearings, and safety rules and provisions.

Employee Representation

Employees of special districts are considered to be governmental workers. As such, they are covered by employee rights legislation at both the state and federal levels.

Many districts have employee associations or unions that represent the employees in negotiations. The board of trustees is the legal entity within the district responsible for negotiations and agreements with those groups. Therefore, they have the responsibility to meet the provisions of the applicable statutes, utilizing the guidance and assistance of district management and legal counsel.

In the event of an employee grievance that cannot be resolved by the district's management, the board of trustees would be responsible for conducting grievance hearings and attempting to resolve the problem. This would be done in accordance with current law and with the assistance of the district management and legal counsel.

Safety Requirements



Employee safety programs are the responsibility of a district's board and management. These programs are implemented by management staff. Safety provisions and employee protection legally required prior to 1970 were greatly augmented by the federal Occupational Safety and Health Act (OSHA), and the Cal/OSHA regulations instituted thereafter. In general, these regulations apply to all employees of mosquito abatement and vector control districts. Severe penalties can be assessed against both the district and its management if serious violations exist. Worker safety must be a prime concern as most district personnel are exposed to potentially hazardous materials.

Current law requires each district to have a written Illness and Injury Prevention Program (IIPP) and a written safety program. Because worker safety laws are changed frequently, district boards and management should be familiar with the current legal requirements in this regard and make sure that the district's programs are up to date and properly implemented.

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: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Discussion, Direction and Approval Regarding the Funding for the Design of Two Pocket Parks located at 2006 Berkshire Avenue and 1107 Grevelia Street**

Recommendation

It is recommended that the City Council approve the solicitation of proposals for an architect for the design of the two pocket parks located at 2006 Berkshire Avenue and 1107 Grevelia Street and the use of Park Impact Fee for the design.

Fiscal Impact

The Park Impact Fee (PIF) may be used to fund the design of the two pocket parks as they meet the criteria of a new park amenity. There is approximately \$335,000 in the PIF account with \$100,000 encumbered for the Arroyo Seco Bicycle and Pedestrian Trail which leaves about \$235,000 for design and construction documents.

Commission Review and Recommendation

This matter was reviewed by the Parks and Recreation Commission (Commission). At the May 11, 2015 Commission Meeting, the Commission recommended that the City Council purchase the 1107 Grevelia Street lot for either a park, garden, or however the City of South Pasadena (City) deems proper for that space. At the June 8, 2017 Commission Meeting, the Commission recommended that the City Council purchase the 2006 Berkshire Avenue lot for either a park, garden, or however else the City deems proper for that space.

Background

On June 23, 2015, the Commission held a Special Meeting at the 1107 Grevelia Street lot to gather community input. Members of the community were asked for their input regarding the purchase and use of the land. Of the 17 speakers, all were in favor of purchasing the land as well as a very low impact park similar to its current use of open space for children to play and parents to relax and watch their children.

On June 24, 2015, the Commission held a Special Meeting at the 2006 Berkshire Avenue lot to

Discussion and Direction Regarding the Pocket Parks Funding and Construction

November 1, 2017

Page 2 of 2

gather community input. Members of the community were asked for their input regarding the purchase and use of the land. All nine speakers were in favor of purchasing the land as well as the creation of a pocket park that is geared for younger children, with the possibility of a garden and pocket park combined.

Since these community meetings and as of September 2017, the City has purchased and acquired the deeds to both properties.

Analysis

It is recommended that the City Council allow staff to move forward with hiring an architect for the design of the pocket parks as well as facilitate the community meetings to listen to the community and gather responses regarding a conceptual design. Staff will return to the City Council for approval upon completion of the Request for Proposals (RFP) process.

In July 2018, Measure A allocation funds can be requested and grant award notification is expected within four weeks of submitting the application. These two pocket parks are on the Los Angeles County Regional Park and Open Space District Parks Needs Assessment list of projects for South Pasadena. There is the possibility of funding one park with PIF's and the other with Measure A, depending how much of the allocation can be received in advance. Staff is continuing to look into other grant opportunities and will apply when available.

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
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Marina Khubesian, M.D., Councilmember
Diana Mahmud, Councilmember

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

COUNCIL AGENDA: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Direction Regarding an Appropriate Memorial for Former Councilmember David Margrave**

Recommendation

It is recommended that the City Council provide direction regarding an appropriate memorial for former Councilmember David Margrave (Margrave).

Fiscal Impact

None.

Commission Review and Recommendation

This matter was reviewed by the Parks and Recreation Commission (Commission). The matter first came to the Commission at their July 13, 2015 meeting. At that time, the Commission agreed to acknowledge Section 4.41 of the Naming Policy which states the individual must be deceased at least one year. This item was discussed again at the June 13, 2016 and July 11, 2016 Commission meetings at which time the Commission recommended by a majority vote the option to name either the Arroyo North or Arroyo South soccer field after Margrave. The Commission further recommended that no other locations be considered. On July 13, 2017, the Commission approved American Youth Soccer Organization's (AYSO) nomination to name a field of City Council's choice after Margrave. Commission unanimously opposed the creation of a sculpture to be located within the City as a memorial for Margrave.

Background

At the July 1, 2015 City Council Meeting, then Councilmember Schneider requested City Council, permission to ask the Commission to consider an appropriate memorial at the Garfield Youth House to honor Margrave for further City Council consideration. He requested that the type of memorial be discussed and that a recommendation be brought back to the City Council. The motion was seconded by then Councilmember Cacciotti.

At the October 5, 2016 City Council Meeting, the City Council referred the matter back to the Commission to determine if AYSO or the family desire to submit a request to the City to memorialize Margrave.

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Analysis

Margrave was a longtime resident and business owner in South Pasadena as well as a past City Councilmember who served on the South Pasadena City Council from 1982 to 1986 and again in 2003-2007. Each year, his business participated in the Festival of Balloons 4th of July Parade. He was instrumental in the planning and construction of the Youth House at Garfield Park and volunteered a tremendous amount of hours as a coach and referee with the South Pasadena AYSO. Margrave passed away on June 11, 2015.

Naming of the soccer field in memory of Margrave is within the City Council's authority per the City's Policy and Procedures for Naming of City Facilities.

Arroyo North baseball fields are named after Dave Nelson, Florence Clarich, and Frank Burke respectfully. Arroyo South is currently not named.

Dave Nelson:

Dave Nelson (Nelson) passed away in February 2008. He helped to establish the South Pasadena Little League (SPLL) as one league by combining the American and National Leagues. Since 1975, Nelson devoted many years as a manager, coach, and board member before moving on to the district little league level for the West San Gabriel Valley and Northeast Los Angeles. Nelson was nominated by the SPLL.

Florence Clarich:

Florence Clarich passed away in 1978. She was the founder and organizer of the South Pasadena Senior and Junior Girls Softball Leagues. She was nominated by the SPLL.

Frank Burke:

Frank Burke (Burke) passed away in 2000. He was a coach and member of the SPLL board for many years. Frank was a devoted volunteer to the South Pasadena Little League doing many field repairs and maintenance as well as installed the fencing within the outfield. He was also a vital and valuable volunteer to South Pasadena High School, Boy Scouts, and Holy Family Church. Burke was nominated by the SPLL.

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:

1. Policy and Procedures for the Naming of City Facilities
2. Nomination form from AYSO

ATTACHMENT 1
Policy and Procedures for the Naming of City Facilities

POLICY AND PROCEDURES
FOR THE
NAMING OF CITY FACILITIES
CITY OF SOUTH PASADENA

1. PURPOSE:

To define the policies, responsibilities and procedures associated with the naming of (existing and new) City Facilities.

2. BACKGROUND:

The City of South Pasadena has lacked an authorized policy to guide staff and the City council in the naming of City facilities, including buildings, support facilities, park sites and recreation facilities. The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in a fair, objective and consistent manner.

3. DEFINITIONS:

- 3.1 "Support Facilities" are City owned facilities that are used to support field operations. Support facilities may include, but are not limited to the Public Works Yard, Reservoirs and Pump Stations.
- 3.2 "Park Sites" are City owned parks, open space and trail areas. Park sites include developed and undeveloped park areas and designated open space areas.
- 3.3 "Recreation Facilities and Amenities" are facilities/amenities used primarily for recreation and leisure activities, including, but not limited to athletic fields, recreation centers, meeting rooms, pavilions, skate park, and tennis courts.
- 3.4 "Historical" Sites: Are facilities on the City's inventory of historical properties or are identified as having contributed significantly to the City's heritage.

4. POLICY:

- 4.1 **General.** The policy of the City is to name facilities in a manner that will provide an easy and recognizable reference for the City's customers. Therefore, naming options will always consider a name based on the facility's geographic location. However, the policy also establishes conditions for the consideration of naming options based on other factors.
- 4.2 **Geographic Location.** Whenever possible, all City facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City or the City itself if the facility is deemed to serve the entire community or the surrounding areas.
- 4.3 **Other Considerations.** Consideration of names for facilities may also include prominent form of topography, a prominent plant, bush or tree and historical precedent.

- 4.4 Individual/Organizational Recognition. The naming of City facilities in honor of individuals or community organizations may be considered when one of the following 2 criteria are met:
- 4.41 A.) The individual must be deceased at least one (1) year. B.) If named in memorial, person should have been a resident of South Pasadena and/or have made a significant contribution to the community in terms of improvement of quality of life.
- 4.42 The significance of the contribution from the individual/organization can be evaluated. Individuals and organizations that have made contributions of significance may be considered for naming of facilities within the City, including recreational facilities and amenities within city parks.
- 4.5 Guidelines associated with Fundraising Campaigns. The naming of facilities in association with fundraising campaigns may be considered under the following conditions:
- 4.51 Organizations affiliated with the City that desire to raise funds for a city-sponsored project must receive approval from the City Council prior to attaching naming opportunities to the fundraising campaign.
- 4.52 Naming proposals that promoted alcohol, tobacco products or political organizations will not be considered.
- 4.53 Organizations conducting fundraising campaigns with naming opportunities attached must immediately notify City staff when a naming proposal is under consideration in order to facilitate an administrative review.
- 4.54 Acceptance of a naming proposal by an organization conducting a fundraising campaign must be considered conditional pending, review and recommendation by the appropriate Commission and FINAL approval by the City Council.

5. PROCEDURE:

5.1 New Facilities

- 5.11 At least 120 days prior to opening a new City facility, City Council shall direct the appropriate Commission to review and make recommendations on the naming of the city facility. The assigned commission will use this policy in recommending a name for the site or facility. The assigned commission should solicit ideas and suggestions from the community.
- 5.12 Groups or individuals may submit nominations for naming a new facility in writing on a form provided. Recommendations may also come from other City boards and/or commissions. All recommendations will be given the same consideration without regard to the nomination source.

Facility Naming Policy
Page 3 of 3

- 5.13 Each facility will be named by a separate nomination process and will be evaluated as provided herein.
- 5.14 The appropriate Commission shall review and make recommendations to the City Council on the proposed name.
- 5.15 The South Pasadena City Council is responsible for the final approval of the proposed name. Its decision will be final.

5.2 Existing Facilities:

- 5.21 Requests to rename existing facilities shall be made by completing the nomination form provided. Staff will review the form for completeness and forward to the appropriate Commission for consideration.
- 5.22 Care and sensitivity should be given to an existing facility named for historical reasons. Great care in considering a renaming request when existing name relates to an event, era or a person or family of historical relevance.
- 5.23 Consideration may be given to naming City owned land or facility after an individual, when a significant percentage of the land or cost for development has been donated to the City.
- 5.24 The recommendations of the appropriate Commission will be forwarded to the City Council. The decision of the City Council will be FINAL.

CITY OF SOUTH PASADENA
Naming of City Owned Facilities to Recognize and Individual or Organization
(Please refer to Facility Naming Policy and Procedures for timeline and submital process)

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the:

Appropriate City Department and Commission

Date _____

I. Name of Individual/Organization Submitting Nomination: _____

Address _____ Telephone (Wk & H) _____

Fax _____ E-Mail _____

II. Nominee: Individual Organization Club

1. Name: _____

2. Telephone: _____

3. Mailing Address: _____

Does the person live in South Pasadena? If so, how many years? _____

If not, number of years in South Pasadena Area _____

Recommended Name of Facility _____

Description/Location of Facility _____

Explanation of why this individual/organization should be considered. (This information will be used by the commission to determine the basis for their decision.) Use additional paper if needed.

FOR STAFF USE ONLY

Reviewing Commission: _____

Recommendation: APPROVE DECLINE

Date: _____

City Council Action: APPROVE DECLINE

Date: _____

____ Nomination Withdrawn Date: _____

ATTACHMENT 2
Nomination form from AYSO

CITY OF SOUTH PASADENA
Naming of City Owned Facilities to Recognize and Individual or Organization
(Please refer to Facility Naming Policy and Procedures for timeline and submittal process)

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the:

Appropriate City Department and Commission

Date: 11/29/2016

- I. **Name of Individual/Organization Submitting Nomination:**
II. **America Youth Soccer Organization (AYSO) Region 214 South Pasadena and San Marino**

Address **PO Box 214 South Pasadena CA 91031**

Telephone (Wk & H): **626.236.0406**

Fax _____ E-Mail **John@AYSO214.org**

II. Nominee: **Individual** **Organization** **Club**

1. Name: **David Margrave**

2. Telephone: _____

3. Mailing Address: _____

Does the person live in South Pasadena? If so, how many years? **30+**

If not, number of years in South Pasadena Area _____

Recommended Name of Facility _____

Description/Location of Facility

Soccer field on the south end of Arroyo Park.

Explanation of why this individual/organization should be considered. (This information will be used by the commission to determine the basis for their decision.) Use additional paper if needed.


Dave Margrave volunteered for over 20 years as a volunteer referee in South Pasadena. During that time period, he refereed over 1000 AYSO matches and was a strong supporter of Youth Soccer. Dave was always someone you could count on to volunteer to help and more importantly he would always show up with a smile and positive attitude. In addition to helping as an AYSO referee, Dave was always willing to help the organization. On many occasions, he assisted with the field improvements, player registration and referee training.

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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: November 1, 2017
TO: Honorable Mayor and City Council
VIA: Elaine Aguilar, Interim City Manager 
FROM: Lucy Demirjian, Assistant to the City Manager
SUBJECT: **Approval of South Pasadena Chamber of Commerce Request for One-Time Allocation of Business Improvement Tax Funds in the Amount of \$25,000 for Holiday Decorations**

Recommendation

It is recommended that the City Council approve a request from the South Pasadena Chamber of Commerce (Chamber) for a one-time allocation in the amount of \$25,000 of Business Improvement Tax (BIT) funds to enhance seasonal decorations along business corridors.

Fiscal Impact

Fiscal Year (FY) 2017-18 BIT revenues are anticipated in the amount of \$155,000. The City Council has approved funding to \$135,500 per the Chamber's agreement for FY 2017-18 for business and event promotion. The FY 2017-18 BIT fund balance is projected to be \$144,000.

Commission Review and Recommendation

On October 25, 2017, the Council Ad Hoc Economic Development Committee, comprised of Councilmembers Joe and Khubesrian, met with the Chamber to review their proposal.

Background

In 1977, the City Council adopted Ordinance No. 1738 establishing a BIT to collect funds that may be used for business improvement activities in the City.

The Chamber was established to represent and advocate for the business community in South Pasadena. The City has supported the efforts of the Chamber with BIT funds to allow for programs to promote the business community in order to encourage economic stability and development in the City.

Analysis

Per the Municipal Code, BIT revenues can be used for:

1. The coordination of the holiday decorations;
2. Investment in the promotion of public events that take place on or in public places;
3. Furnishing music in public places;
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

In June 2016, the Chamber requested funds from the BIT to purchase new holiday decorations and begin an “Imaging Campaign” to design a cohesive look for seasonal street pole banners.

The Chamber is now requesting an additional \$25,000 to enhance the decorations along Mission Street and Fair Oaks Avenue.

\$9,000	Snowflake décor (lighted) for street poles along Fair Oaks (10) including tax, deliver, installation and storage
\$4,000	Design and purchase of additional vertical street pole banners (10) to complement the holiday banners alongside Fair Oaks
\$12,000	Additional lighting and décor one street poles and trees alongside Fair Oaks and Mission; includes cost of installation, storage and reparis

The funding from the BIT will cover the initial costs to design, fabricate and install the banners, and will be augmented by sponsorships from local community groups, organizations and businesses.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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Attachment: Memo from Chamber of Commerce

South Pasadena Chamber of Commerce

Memo to: Robert Joe, City Council Member
Dr. Marina Khubesrian, City Council Member
Elaine Aguilar, Interim City Manager
Lucy Demirjian, Assistant to the City Manager

Date: October 25, 2017

From: Laurie Wheeler

Subject: Holiday Decorations

One of the mandates in the BIT Ordinance is to provide “decoration of a public place”, including holiday decorations. In 2016, the Chamber began replacing the holiday decorations that had long surpassed their “life”. The City Council’s Ad Hoc Economic Development Committee and the Chamber’s Economic Development Committee developed and selected a new winter season and snowflake decorating theme, funded by an allocation of \$30,000 from the BIT reserves. Those funds purchased two “skyline” banners and several snowflakes, the skylines were installed on Fair Oaks Avenue, at Grevelia Street and Oxley Street. The snowflakes were affixed to light poles on Mission Street. Strings of lights were hung on street trees along Mission Street.

The decorations purchased for the 2016 holiday season will be used again. In addition, we are asking for a one-time allocation of \$25,000 to augment those decorations for the 2017 season as well as the installation and removal of the decorations and street tree lighting. The expected life span of these decorations are 5 – 7 years. We will purchase additional snowflakes that will be affixed to street light poles on Fair Oaks Avenue. Due to the large number of poles on the street, and the high cost of each snowflake (approximately \$900, including tax, shipping and installation), we suggest placing the snowflakes on the light poles at the intersection of Hope and Fair Oaks, Mission and Fair Oaks, El Centro and Fair Oaks and Oxley and Fair Oaks. This will extend the festive environment to Fair Oaks, and augments the snowflake décor on the skylines.

In addition, funds were allocated to develop a new, updated street pole banner campaign for the holidays. Five banner designs were developed and produced. These banners will be used again in 2017, with each banner sponsored by a local business, organization or individual/family, which offsets the cost of storage, installation and removal and any other repairs or updates needed. We anticipate that we will sell more banner sponsorships this year, which will allow us to add banners, especially on Fair Oaks Avenue.

The holiday season banners and decorations created a very festive business district. Business owners and visitors alike felt that the decorations were beautiful, but that “more” would be better. Several merchants were inspired to add their own holiday decorations in their windows and on their streetscape. Providing an inviting, fun and festive atmosphere encourages visitors and residents to stroll, shop, dine and linger in the downtown business district, which translates into a more vibrant, thriving town.