



**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, December 19, 2018, 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 Marina Khubesrian, M.D.

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

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY

(Time limit is three minutes per person)

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

CLOSED SESSION AGENDA ITEMS

A. Initiation of Litigation

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

Number of Cases: 1

B. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL—Significant Exposure to Litigation
(Government Code Section 54956.9(d)(2))
Number of potential cases: 1

C. Public Employee Performance Evaluation

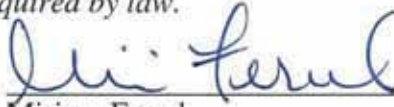
PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government
Code Section 54957(b)(1):

Title: City Manager

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.

12/13/2018

Date



Miriam Ferrel

Interim 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, December 19, 2018, 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 Marina Khubesrian, M.D.

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

PLEDGE OF ALLEGIANCE: Girl Scout Troop #6771

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.

1. CLOSED SESSION

ANNOUNCEMENTS: A Closed Session Agenda has been posted separately

PRESENTATIONS

2. Administration of Oath of Office to Mayor Marina Khubesrian, M.D. by Los Angeles County Supervisor Kathryn Barger

3. Comments by Incoming Mayor

4. Administration of Oath of Office and Presentation of Certificate of Election to Evelyn G. Zneimer, Re-Elected as City Clerk by Chief City Clerk Marc Donohue

5. Recognition of City Hall Art Gallery Participants

COMMISSION APPOINTMENTS

6. Commission Appointments and Re-appointments

Recommendations

1. Appoint the following appoint the following individuals to a full three-year term ending December 31, 2021: Audrey Norton to the Animal Commission; Kristin Morrish to the Cultural Heritage Commission; Kay Younger to the Design Review Board; Samantha Hill to the Design Review Board; Debra Beadle to the Library Board of Trustees Bianca Richards to the Library Board of Trustees; Rona Bortz to the Natural Resources and Environmental Commission Madeline C. Di Giorgi to the Natural Resources and Environmental Commission; Cynthia Liu to the Natural Resources and Environmental Commission; Robin Hamilton to the Public Safety Commission; Stephanie Cao to the Public Safety Commission; Julie Ellen Papadakis to the Senior Citizen Commission.
2. Re-appoint the following individuals to a full three-year term ending December 31, 2021: Ellen Wood to the Finance Commission; Kelly M. Koldus to the Planning Commission; Grace Liu Kung to the Public Safety Commission; Cindi Knight to the Senior Citizen Commission.
3. Appoint the following individuals to a partial terms: Kristine Kwong to the Parks & Recreation Commission (term ending December 31, 2020); Lauren Myles to the Natural Resources and Environmental Commission (term ending December 31, 2019)

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

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR
In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. Items listed under the consent calendar are considered by the City

Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR

10. Minutes of the City Council Meeting of December 5, 2018

Recommendation

Approve the minutes of the December 5, 2018 City Council Meeting.

11. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 205204 through 205284 in the amount of \$833,767.43; General City Warrants Nos. 205285 through 205358 in the amount of \$364,809.10; and Payroll dated November 30, 2018, in the amount of \$605,195.42.

12. Monthly Investment Reports for September 2018 and October 2018

Recommendation

Receive and file the monthly investment reports for September 2018 and October 2018.

13. Adoption of the Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents

Recommendation

Adopt a resolution superseding Resolution No. 7573, Authorizing Signatures on City Bank Accounts.

14. 2017/18 Commission Annual Reports

Recommendation

Receive and file the 2017/2018 Commission Annual Reports.

15. Approval of a Professional Services Agreement with Matrix Consulting Group for a Comprehensive User Fee and Charges Study in an Amount Not to Exceed \$34,500

Recommendation

Approve a professional services agreement with Matrix Consulting Group for an amount not to exceed \$34,500.

16. Approval of 5-year Term Agreement with SirsiDynix for Symphony Software as a Service (SaaS) Integrated Library System Products and Services in the amount of \$222,121

Recommendation

Approve a five-year term agreement with SirsiDynix to provide Symphony integrated library system (ILS) products and services to the South Pasadena Public Library. Products and services include migration of customer and bibliographic data to a new database, secure off-site hosting of the data on SirsiDynix servers, a core ILS package with modules for cataloging, circulation, acquisitions and analytics, a mobile library app, connections for third-party equipment (e.g. self-checkout kiosks), and maintenance and support.

17. Adoption of an Administrative Minutes Policy

Recommendation

Adopt an Administrative Minutes Policy for the City Council and all Advisory Bodies.

18. Award of Contract to KOA Corporation for Systemic Safety Analysis Report (SSAR) Preparation in an Amount Not-to-Exceed \$199,820

Recommendation

It is recommended that the City Council accept the proposal dated July 25, 2018 from KOA Corporation for preparation of the Systemic Safety Analysis Report (SSAR) and authorize the City Manager to execute an agreement with KOA Corporation for an amount not-to-exceed \$199,820.

19. Authorize a Letter of Support in Concept for the South Pasadena Arts Council's California Arts Council Creative California Communities Grant Application

Recommendation

Authorize a Letter of Support in concept for the South Pasadena Arts Council's (SPARC) California Arts Council (CAC) Creative California Communities Grant Application for a 2020 Ray Bradbury mural to commemorate the centennial of his birth.

20. Ratify Emergency Purchase of a Motor for Wilson Well No. 3

Recommendation

Ratify the emergency purchase of a new motor for Wilson Well No.3.

ACTION/DISCUSSION

21. Approval of Public Works Department Reorganization and Transition: Approval of Amended Job Descriptions, Creation of a New Deputy Director Position for Water & Sustainability, and Authorization to Execute Second Amendment with Interwest Consulting Group for Interim Capital Improvement Plan Management Services

Recommendation

1. Approve amendments to three job descriptions within the Public Works Department including Director, Deputy Director, and Operations Manager;
2. Approve a new Deputy Director classification and a new FTE to lead Water and Sustainability;
3. Approve the transfer of a Management Analyst/Water Conservation position from the Management Services Department to the Public Works Department, Water and Sustainability Division; and
4. Authorize the City Manager to execute a second amended agreement with Interwest Consulting Group for interim capital improvement project management services for an additional \$60,000 for a new total not-to-exceed contract amount of \$138,300.

CITY COUNCIL REQUESTED ITEMS

22. Proposed Letter to the California Public Utilities Commission Regarding Southern California Edison Power Procurement Costs

PRESENTATIONS (continued)

23. Poem Reading by South Pasadena Poet Laureate Ron Koertge

ADJOURNMENT TO RECEPTION FOR INCOMING MAYOR

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

January 2, 2019	CANCELLED		
January 16, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 6, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

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

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

Regular meetings are broadcast live on Spectrum 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.

12/13/2018

Date

Miriam Ferrel

Interim Deputy City Clerk



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

Memo

Date: December 19, 2018
To: The Honorable City Council
From: Mayor Marina Khubesrian, M.D.
Re: Commission Appointments and Re-appointments

With the City Council concurrence at the December 19, 2018 City Council Meeting, I propose to appoint the following to a full three-year term ending December 31, 2021:

- **Audrey Norton to the Animal Commission**
- **Kristin Morrish to the Cultural Heritage Commission**
- **Kay Younger to the Design Review Board**
- **Samantha Hill to the Design Review Board**
- **Debra Beadle to the Library Board of Trustees**
- **Bianca Richards to the Library Board of Trustees**
- **Rona Bortz to the Natural Resources and Environmental Commission**
- **Madeline C. Di Giorgi to the Natural Resources and Environmental Commission**
- **Cynthia Liu to the Natural Resources and Environmental Commission**
- **Robin Hamilton to the Public Safety Commission**
- **Stephanie Cao to the Public Safety Commission**
- **Julie Ellen Papadakis to the Senior Citizen Commission**

With the City Council concurrence at the December 19, 2018 City Council Meeting, I propose to re-appoint the following to a full three-year term ending December 31, 2021:

- **Ellen Wood to the Finance Commission**
- **Kelly M. Koldus to the Planning Commission**
- **Grace Liu Kung to the Public Safety Commission**
- **Cindi Knight to the Senior Citizen Commission**

December 19, 2018 City Council Meeting

Mayor's Memo to Council – Commission Appointments and Re-appointments

With the City Council concurrence at the December 19, 2018 City Council Meeting, I propose to appoint the following individuals to a partial terms:

- **Kristine Kwong to the Parks & Recreation Commission (term ending December 31, 2020)**
- **Lauren Myles to the Natural Resources and Environmental Commission (term ending December 31, 2019)**

Thank you.



Wednesday, December 5, 2018
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 Schneider on Wednesday, December 5, 2018, at 7:30 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

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

Absent: None.

City Staff

Present: City Manager DeWolfe; City Attorney Highsmith; and Chief City Clerk Donohue were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Councilmember Joe led the Pledge of Allegiance.

PUBLIC COMMENTS

The following individuals expressed their support for an additional crossing guard at Monterey Hills Elementary School:

1. David Ellien, South Pasadena Resident
2. Judy Woo, South Pasadena Resident
3. Megan Sung, South Pasadena Resident
4. Katrina Lowstuter, South Pasadena Resident

The following individuals discussed the Caltrans owned homes in the City:

1. Maricela Guzman, South Pasadena Resident
2. Sean Abjian, South Pasadena Resident
3. Alexei Shatz, South Pasadena Resident
4. Libby Curiel, Member of the Public

The following individuals discussed the current Los Angeles County Sanitation District labor negotiations:

1. Steve Koffroth, Member of the Public
2. Greg Agee, Member of the Public
3. Mo Bina, Member of the Public

Linda Krausen, South Pasadena Resident, discussed the Caltrans owned properties in the City; asked the community to assist with the children and families at the border.

1. CLOSED SESSION ANNOUNCEMENTS

A. Initiation of Litigation

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

Number of Cases: 1

B. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL—Significant Exposure to Litigation
(Government Code Section 54956.9(d)(2))
Number of potential cases: 2

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.

CONSENT CALENDAR

Councilmember Mahmud pulled Item No. 5 for separate discussion.

Councilmember Cacciotti pulled Item No. 9 for separate discussion.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER JOE, CARRIED 5-0, to approve Consent Calendar Item Nos. 2-4, 6-8, and 10.

2. Minutes of the City Council Meeting of November 7, 2018

Approved the minutes of the November 7, 2018 City Council Meeting.

3. Prepaid Warrants, General City Warrants, and Payroll

Approved the City of South Pasadena Prepaid Warrants Nos. 204918 through 205023 in the amount of \$251,313.31; General City Warrants Nos. 205024 through 205203 in the amount of \$1,124,522.94; Payroll dated November 2, 2018, in the amount of \$1,353,107.72; and Payroll dated November 16, 2018, in the amount of \$774,129.80.

4. 2019 City Council Meeting Schedule

Adopted a City Council meeting schedule for the 2019 calendar year.

6. Adoption of a Resolution to Opt-Out of the Los Angeles County Metropolitan Transportation Authority Congestion Management Program

Adopted a Resolution to opt-out of the Los Angeles County Metropolitan Transportation Authority Congestion Management Program.

7. Discretionary Fund Request from Councilmember Joe and Councilmember Mahmud for the Purpose of Emergency Preparedness Outreach/Education for the Community

Approved a Discretionary Fund request by Councilmember Joe and Councilmember Mahmud designating \$125 for the purpose of distributing promotional items for community outreach and education effort.

8. Award Sole Source Purchase of Motorola APX 8000H All Band Portable Radios in the Amount of \$103,000

1. Authorized the purchase of fifteen (15) Motorola APX 8000H All Band Portable Radios in the Amount of \$103,000; and
2. Waived bidding requirements and authorize a single sole source purchase pursuant to South Pasadena Municipal Code Section 2.99-29(11)(j).

10. Release Expired Covenants for a Development, Operation and Reciprocal Easement Agreement for Multiple Properties within the Former Mission Oaks Parking District

Authorized the release of an expired covenant for a Development, Operations and Reciprocal Easement Agreement applied to various properties located within the former Mission Oaks Parking District and authorize the City Manager to execute all related documents.

ITEMS PULLED FROM THE CONSENT CALENDER**5. Adopt a Resolution Declaring the Results from the November 6, 2018 General Municipal Election**

Chief City Clerk Donohue provided an update on the election results.

Mayor Schneider opened the public comment period.

Sally Kilby, South Pasadena Resident, suggested that the City request a report from the County to explain the voter irregularities that occurred during the election and ask for a reduction in costs.

There being no one else desiring to speak on this item, Mayor Schneider closed the public comment period.

MOTION BY MAYOR PRO TEM KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to adopt a Resolution entitled, "A Resolution of the City Council of the City of South Pasadena, California, reciting the fact of the General Municipal Election held in the City on November 6, 2018, declaring the results, and other matters as provided by law"; request a report from the County to explain the voter irregularities that occurred during the election; ask for a reduction in costs.

9. Approval of a Concession Lease Agreement with San Pascual Stables, LLC, for Operation of the San Pascual Stables for an Initial Term of 10 Years

Councilmember Cacciotti suggested that a letter be sent to the YMCA, Boy Scouts, Girl Scouts, and the School District to inform them that the facility is available for rental.

Mayor Schneider opened the public comment period.

There being no one desiring to speak on this item, Mayor Schneider closed the public comment period.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve, in substantially to form, the Concession Lease Agreement with San Pascual Stables, LLC for the lease of the San Pascual Stables that will begin on December 6, 2018 for an initial term of 10 years and that a letter be prepared to the YMCA, Boy Scouts, Girl Scouts, and the School District to inform them that the facility is available for rental.

PRESENTATIONS

11. Administration of Oath of Office and Presentation of Certificate of Election to Evelyn G. Zneimer, Re-Elected as City Clerk by Chief City Clerk Marc Donohue

This item was moved to the December 19, 2018 City Council meeting.

12. Administration of Oath of Office and Presentation of Certificate of Election to Gary Pia, Re-Elected as City Treasurer by City Clerk Evelyn G. Zneimer

Chief City Clerk Donohue administered the Oath of Office to Gary Pia, re-elected as City Treasurer for a four-year term and presented him with a Certificate of Election.

13. Administration of Oath of Office and Presentation of Certificate of Election to Michael A. Cacciotti by City Clerk Evelyn G. Zneimer

Chief City Clerk Donohue administered the Oath of Office to Michael A. Cacciotti, re-elected as a City Councilmember for a four-year term and presented him with a Certificate of Election.

14. Administration of Oath of Office and Presentation of Certificate of Election to Diana Mahmud by City Clerk Evelyn G. Zneimer

Chief City Clerk Donohue administered the Oath of Office to Diana Mahmud, re-elected as a City Councilmember for a four-year term and presented her with a Certificate of Election.

15. Presentation of a Proclamation to Antonio Rossmann for his Services to the City of South Pasadena

Mayor Schneider stated that Antonio Rossmann was unable to attend the meeting to accept his proclamation. He requested staff to mail the proclamation to him.

COMMISSION APPOINTMENT**16. Commission Appointment**

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM KHUBESRIAN, CARRIED 5-0, to appoint William Cross to the Cultural Heritage Commission for a partial term ending December 31, 2019.

COMMUNICATIONS**17. Councilmembers Communications**

Mayor Pro Tem Khubesian shared photos of residents providing voter advocacy throughout Southern California; a recent Arroyo Verdugo Joint Powers Authority meeting, which has a women majority on the board.

Councilmember Mahmud discussed the finalization of the EIR for SR-710 freeway and thanked the community advocates who worked on this issue over the years; discussed the recent Senator Portantino “Women in Business” Awards Luncheon; discussed the need for a crosswalk near Monterey Hills Elementary School and other areas in the City.

Councilmember Cacciotti shared photos from the recent Police Chief Recruitment Community meeting; a recent China delegation visit at City Hall; the Annual South Pasadena Tiger Run; individuals playing soccer where the tennis nets are; electric charging stations being installed at the Hope & Mound Parking lot.

MOTION: COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR SCHNEIDER, to add the iTennis Arroyo Seco Facility to the capital improvement fund in the future.

Mayor Schneider stated that he attended the press conference where the finalization of the EIR for the SR-710 freeway was announced; discussed post cards that he has received from residents regarding the modification of minimum wage in the City.

18. City Manager Communications

City Manager DeWolfe provided an update on the Caltrans Home situation and the City Council Subcommittee.

19. Reordering of and Additions to the Agenda

None.

PUBLIC HEARING**20. Public Hearing to Consider the Designation of the Library Tree located in the Library Park as a City Landmark, Number 55, Planning Project Number 2155-LHD**

Associate Planner Sissi presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public hearing.

Mark Gallatin, South Pasadena Resident, expressed his support for the landmark designation.

There being no one else desiring to speak on this item, Mayor Schneider closed the public comment period.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to designate the Moreton Bay Fig Tree, known as the Library Tree, located in the Library Park as a City Landmark, number 55 in accordance to the required findings as outlined in the City's Cultural Heritage Ordinance, Section 2.63(A). Staff analysis has determined that the Historic Resource meets the required findings which are as follows: (a) That the designation of Landmark or Historic District is consistent with one or more of the purposes set forth in Section 2.58B; and (b) That the Landmark or Historic District meets one or more of the criteria for designation listed in Section 2.63(B); and (c) That the Landmark or Historic District possesses Historic Integrity of Location, design, setting, materials, workmanship, feeling, or association.

21. Public Hearing to Consider the Designation of the Koebig House located at 320 Grand Avenue as a City Landmark, Number 54, Planning Project Number 2123-LHD

Associate Planner Sissi presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public hearing.

Mark Gallatin, South Pasadena Resident, expressed his support for the landmark designation.

There being no one else desiring to speak on this item, Mayor Schneider closed the public comment period.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to designate the Historic Koebig House, located at 320 Grand

Avenue as a City Landmark, Number 54 in accordance to the required findings as outlined in the City's Cultural Heritage Ordinance, Section 2.63(A). Staff analysis has determined that the Historic Resource meets the required findings which are as follows: (a) That the designation of Landmark or Historic District is consistent with one or more of the purposes set forth in Section 2.58B; and (b) That the Landmark or Historic District meets one or more of the criteria for designation listed in Section 2.63(B); and (c) That the Landmark or Historic District possesses Historic Integrity of Location, design, setting, materials, workmanship, feeling, or association.

ACTION/DISCUSSION

22. First Reading and Introduction of an Ordinance to Amend Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code

This item was moved to a future City Council meeting.

23. Adoption of an Urgency Ordinance Creating a Sidewalk Vending Permitting Program to Comply with Senate Bill No. 946

Interim Planning & Building Director Bergman presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public comment period.

Linda Krausen, South Pasadena Resident, requested that informational pamphlets regarding this new ordinance be provided to the community in different languages.

Bianca Richards, South Pasadena Resident, expressed concern pertaining to the hours permitting sidewalk vending for residential and commercial zones; requested a map be provided to show which streets are considered residential and which are considered commercial.

There being no one else desiring to speak on this item, Mayor Schneider closed the public comment period.

Councilmember Mahmud suggested changing the 5% slope to 3% and to correct a typo regarding the hours in the proposed ordinance.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM KHUBESRIAN, CARRIED 5-0, to introduce and adopt an Urgency Ordinance entitled "An Ordinance of the City Council of the City of South Pasadena Amending Section 19.49-1 ("Mobile Food Vending") of Article 1 ("In General") of Chapter 19 ("Motor Vehicles and Traffic") of the South Pasadena Municipal Code to Exclude Self-Propelled Vehicles from the Definition of Vending Vehicle, Amending Section 21.16 ("Sales") of Chapter 21 ("Parks") to Require Sidewalk Vending Permits for Sales in Parks, and Adding Article VII ("Sidewalk Vending Permit") of Chapter 18 ("Business, Professions and Trades") Creating a Permitting Program to Regulate Sidewalk Vendors"; changing the 5% slope to 3%; correct a typo regarding the hours in the proposed ordinance.

24. Consideration of a Rental Housing Inspection Program (Items 24 & 25 were presented in conjunction with each other)

25. Consideration of a Tenant Relocation Assistance Policy (Items 24 & 25 were presented in conjunction with each other)

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

Mayor Schneider opened the public comment period.

There being no one desiring to speak on this item, Mayor Schneider closed the public comment period.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to consider a draft concept for a tenant relocation assistance policy and review the concept of a rental housing inspection program for multi-family buildings of three units or more and directed staff to:

1. Conduct community and stakeholder outreach, and;
2. Develop an ordinance for City Council review.

REPORTS

26. Information Update on Emergency Operations Center (no staff report)

Fire Chief Riddle presented a PowerPoint and responded to City Council inquiries. Mayor Schneider opened the public comment period.

There being no one desiring to speak on this item, Mayor Schneider closed the public comment period.

27. Receive and File the City of South Pasadena Emergency Public Information Plan

Public Information Officer Pope presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public comment period.

There being no one desiring to speak on this item, Mayor Schneider closed the public comment period.

STATE OF THE CITY/ELECTION OF OFFICERS/PRESENTATION

28. Mayor's State of the City Presentation

Mayor Schneider presented his State of the City PowerPoint presentation and provided outgoing comments.

29. Election of Mayor and Mayor Pro Tem for the 2018-2019 Term

Chief City Clerk announced the election of the Mayor and requested nominations. Councilmember Joe nominated Mayor Pro Tem Khubesrian as Mayor for the 2018-2019 term. Mayor Pro Tem Khubesrian accepted the nomination. Councilmember Cacciotti moved that nominations be closed. MOTION BY COUNCILMEMBER JOE, CARRIED 5-0, to elect Marina Khubesrian, M.D. to the Office of Mayor.

Mayor Pro Tem Khubesrian announced the election of Mayor Pro Tem and requested nominations. Mayor Schneider nominated Councilmember Joe as Mayor Pro Tem for the 2018-2019 term. Councilmember Joe accepted the nomination. Councilmember Mahmud moved that nominations be closed. MOTION BY MAYOR SCHNEIDER, CARRIED 5-0, to elect Robert S. Joe to the Office of Mayor Pro Tem.

30. Presentation to Outgoing Mayor Richard D. Schneider, M.D.

Mayor Pro Tem Khubesrian presented a Certificate of Tree Planting and a bonsai tree to Mayor Schneider. The City Council expressed gratitude to outgoing Mayor Schneider for his service.

ADJOURNMENT

Mayor Schneider adjourned the City Council Meeting at 11:15 p.m.

Evelyn G. Zneimer
City Clerk

Richard D. Schneider, M.D.
Mayor

Minutes approved by the South Pasadena City Council on December 19, 2018.



City Council Agenda Report

ITEM NO. 11

DATE: December 19, 2018
FROM: Stephanie DeWolfe, City Manager *[Signature]*
PREPARED BY: Craig Koehler, Finance Director *[Signature]*
SUBJECT: **Approval of Prepaid Warrants & Wire Transfers in the Amount of \$833,767.43 General City Warrants in the Amount of \$364,809.10 and Payroll in the Amount of \$605,195.42**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 205204 – 205284 \$ 833,767.43

General City Warrants:

Warrant # 205285 – 205358 \$ 364,809.10

Payroll 11-30-18 \$ 605,195.42

Wire Transfers \$ -

RSA:

Prepaid Warrants \$ -

General City Warrants \$ -

Total \$ 1,803,771.95

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 11-30-18
5. Redevelopment Successor Agency Check Summary Total

Demand/Warrant Register

Recap by fund

Fund No.	Date 12.19.18			
	Prepaid	Written	Payroll	
General Fund	101	96,863.01	248,283.08	286,435.74
Insurance Fund	103	165.00		
Street Improvement Program	104		12,447.70	
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	2,079.41	1,120.00	7,787.65
Local Transit Return "C"	207		1,300.00	6,312.49
TEA/Metro	208			
Sewer Fund	210	6.54	46.76	11,933.74
CTC Traffic Improvement	211			
Street Lighting Fund	215	1,881.64	44,685.79	6,876.48
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226		4,033.32	
Housing Authority Fund	228	1,074.72		
State Gas Tax	230	1,058.68	1,014.05	17,565.87
County Park Bond Fund	232	69.94	2,318.27	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Capital Growth Fund	255			
CDBG	260		8,278.20	
Asset Forfeiture	270			
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			
Water Fund	500	726,491.49	41,281.93	53,907.29
2016 Water Revenue Bonds Fund	505	1,320.00		
Public Financing Authority	550			
Payroll Clearing Fund	700	2,757.00		214,376.16
Wire Transfer - Various Funds				
Column Totals		833,767.43	364,809.10	605,195.42
City Report Totals			1,803,771.95	

Recap by fund

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	-	-	-
Column Totals		-	-	-
RSA Report Totals				-

Amounts		
Prepaid	Written	Payroll
833,767.43	364,809.10	605,195.42
Grand Report Total	1,803,771.95	

Marina Khubesrian M.D., Mayor


Craig Koehler, Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 1
Warrant Summary

ATTACHMENT 2
Prepaid Warrant List

	<u>Voided Checks</u>
204989	\$440.00
204554	\$111.04

Accounts Payable

Check Detail

User: ealvarez
 Printed: 12/12/2018 - 1:29PM



Check Number	Check Date		Amount
ACTM3010 - Accountemps Line Item Account			
205204	11/29/2018		
Inv	52283441		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Finance Temp Svcs - Boiadjian Karo 11/23/18	101-3010-3011-8180-000	1,051.88
Inv 52283441 Total			1,051.88
Inv	52283444		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Finance Temp Svcs - Lin YingYing 11/23/18	101-3010-3011-8180-000	1,032.00
Inv 52283444 Total			1,032.00
205204 Total:			2,083.88
205257	12/06/2018		
Inv	52085649		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/30/2018	Finace Temp Svcs. Lin YingYing w/e 10/26/18	101-3010-3011-8180-000	1,720.00
Inv 52085649 Total			1,720.00
Inv	52127929		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/05/2018	Finace Temp Svcs. Lin YingYing w/e 11/02/18	101-3010-3011-8180-000	1,720.00
Inv 52127929 Total			1,720.00
Inv	52255078		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Finace Temp Svcs. YingYing, Lin w/e 11/16/18	101-3010-3011-8180-000	1,376.00
Inv 52255078 Total			1,376.00
Inv	52255079		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Finace Temp Svcs. Boiadjian, Karo w/e 11/16/18	101-3010-3011-8180-000	1,323.96
Inv 52255079 Total			1,323.96

Check Number	Check Date		Amount
Inv 52332442			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Finace Temp Svcs. Lin YingYing 11/30/18	101-3010-3011-8180-000	1,720.00
Inv 52332442 Total			1,720.00
Inv 52332444			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Finace Temp Svcs. Boiadjian Karo 11/30/18	101-3010-3011-8180-000	1,753.13
Inv 52332444 Total			1,753.13
205257 Total:			9,613.09
ACTM3010 - Accountemps Total:			11,696.97
ATGC8530 - Acorn Technology Corp. Line Item Account			
205205	11/29/2018		
Inv 51364			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Human Resources- Special Projects	101-2010-2032-8170-000	347.50
Inv 51364 Total			347.50
205205 Total:			347.50
ATGC8530 - Acorn Technology Corp. Total:			347.50
AMZN8030 - Amazon/SYNCB Line Item Account			
205206	11/29/2018		
Inv 434356756466			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Amazon Svcs. Comm. Services Dept.	101-8030-8032-8264-000	8.38
Inv 434356756466 Total			8.38
Inv 445747489443			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/02/2018	Amazon Svcs. Public Works	215-6010-6201-8000-000	98.57
Inv 445747489443 Total			98.57
Inv 446965595545			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Amazon Svcs. Community Svcs, Dept	101-8030-8032-8264-000	35.04
Inv 446965595545 Total			35.04

Check Number	Check Date		Amount
Inv	449987386584		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Amazon Svcs. Fire Dept	101-5010-5011-8020-000	60.56
Inv	449987386584 Total		60.56
Inv	456843755467		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/02/2018	Amazon Svcs. Public Works	500-6010-6711-8020-000	139.98
Inv	456843755467 Total		139.98
Inv	457486633976		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Amazon Svcs. Public Works	500-6010-6710-8000-000	23.98
Inv	457486633976 Total		23.98
Inv	467964489676		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Amazon Svcs. Library Dept.	101-8010-8011-8020-000	67.96
Inv	467964489676 Total		67.96
Inv	579896897943		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/29/2018	Amazon Svcs. Library Dept.	101-8010-8011-8080-000	21.49
Inv	579896897943 Total		21.49
Inv	684945494863		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Amazon Svcs. Community Svcs, Dept	101-8030-8032-8264-000	232.00
Inv	684945494863 Total		232.00
Inv	783566836499		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/05/2018	Amazon Svcs. Public Works	500-6010-6711-8020-000	191.66
Inv	783566836499 Total		191.66
Inv	996995569843		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Amazon Svcs. Comm. Svcs. Dept	101-8030-8021-8020-000	71.84
Inv	996995569843 Total		71.84
Inv	L180910		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2018	Amazon Svcs. Late Charge	101-8030-8032-8020-000	29.84

Check Number	Check Date		Amount
Inv L180910 Total			29.84
Inv L181010			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	Amazon Svcs. Late Charge	101-8030-8032-8020-000	51.62
Inv L181010 Total			51.62
Inv L181110			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/09/2018	Amazon Svcs. Late Charge	101-8030-8032-8020-000	91.52
Inv L181110 Total			91.52
205206 Total:			1,124.44
AMZN8030 - Amazon/SYNCB Total:			1,124.44
LOAN8267 - Andrews, Loretta Line Item Account			
205207	11/29/2018		
Inv Fall 2018			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Payment for Hawaiian/Polynesian Dance	101-8030-8032-8267-000	1,049.75
Inv Fall 2018 Total			1,049.75
205207 Total:			1,049.75
LOAN8267 - Andrews, Loretta Total:			1,049.75
ATCN9011 - AT & T Line Item Account			
205258	12/06/2018		
Inv 000012218580			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	9391062308 10/20/2018-11/19/2018	101-2010-2032-8150-000	5,434.95
Inv 000012218580 Total			5,434.95
Inv 000012243113			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	9391036942 10/27/18-11/26/18	101-2010-2032-8150-000	207.55
Inv 000012243113 Total			207.55
Inv 000012243114			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	9391036943 10/27/18-11/26/18	101-2010-2032-8150-000	207.80

Check Number	Check Date		Amount
Inv 000012243114		Total	207.80
Inv 000012248101			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	CLAPDSOPAS 10/27/2018-11/26/2018	101-2010-2032-8150-000	317.53
Inv 000012248101		Total	317.53
205258 Total:			6,167.83
ATCN9011 - AT & T Total:			6,167.83
ATTM4011 - AT & T Mobility Line Item Account			
205208	11/29/2018		
Inv 104429870			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/04/2018	City Cell Phone Services	101-2010-2032-8150-000	264.87
Inv 104429870		Total	264.87
205208 Total:			264.87
ATTM4011 - AT & T Mobility Total:			264.87
AT&T5006 - AT & T U-Verse Line Item Account			
205259	12/06/2018		
Inv 13046796			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	10/18-11/17/2018	101-2010-2032-8150-000	84.25
Inv 13046796		Total	84.25
205259 Total:			84.25
AT&T5006 - AT & T U-Verse Total:			84.25
AT&T5011 - AT&T Line Item Account			
205209	11/29/2018		
Inv 331 841-0756			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2018	11/07-12/6/18	101-2010-2032-8150-000	33.06
Inv 331 841-0756		Total	33.06
Inv 331 841-0802			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2018	11/07-12/6/18	101-2010-2032-8150-000	33.06

Inv 331 841-0802 Total

33.06

Inv 626 405-0051

Line Item Date Line Item Description
11/11/2018 11/11-12/10/18

Line Item Account
101-2010-2032-8150-000

627.80

Inv 626 405-0051 Total

627.80

Inv 626 441-6497

Line Item Date Line Item Description
11/13/2018 11/13-12/12/18

Line Item Account
101-2010-2032-8150-000

244.39

Inv 626 441-6497 Total

244.39

Inv 626 577 6657

Line Item Date Line Item Description
11/07/2018 11/13-12/12/18

Line Item Account
101-2010-2032-8150-000

53.95

Inv 626 577 6657 Total

53.95

205209 Total:

992.26

AT&T5011 - AT&T Total:

992.26

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

205210 11/29/2018
Inv 287269956155x11

Line Item Date Line Item Description
11/06/2018 Police Mobile Devices 10/7-11/6/18

Line Item Account
101-2010-2032-8150-000

831.25

Inv 287269956155x11 Total

831.25

205210 Total:

831.25

205260 12/06/2018
Inv 287014917916X11

Line Item Date Line Item Description
10/09/2018 City Mobile Devices 10/9/18-11/8/18

Line Item Account
101-2010-2032-8150-000

201.92

Inv 287014917916X11 Total

201.92

Inv 879338213X11232

Line Item Date Line Item Description
10/16/2018 FD Phone Charges 10/16-11/15/18

Line Item Account
101-2010-2032-8150-000

109.94

Inv 879338213X11232 Total

109.94

205260 Total:

311.86

Check Number	Check Date		Amount
CIN4011 - AT&T -Cingular Wireless Total:			1,143.11
ATSS6010 - Athens Services Line Item Account			
205211	11/29/2018		
Inv	5816162		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Bus Stop Barrel Pick Up	205-8030-8024-8180-000	2,079.41
Inv 5816162 Total			2,079.41
205211 Total:			2,079.41
ATSS6010 - Athens Services Total:			2,079.41
ROBR8264 - Breach, Ronald Line Item Account			
205212	11/29/2018		
Inv	A-101218A*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Remain. Balance -Santa Claus for 2018 Breakfast with Santa Event	101-8030-8032-8264-000	210.00
Inv A-101218A* Total			210.00
205212 Total:			210.00
ROBR8264 - Breach, Ronald Total:			210.00
CAL0629 - CA Franchise Tax Board Line Item Account			
205253	11/30/2018		
Inv	P/R/E 11/25/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Garnishment	700-0000-0000-2264-000	200.00
Inv P/R/E 11/25/18 Total			200.00
205253 Total:			200.00
CAL0629 - CA Franchise Tax Board Total:			200.00
CSD3014 - Ca. State Disbursement Unit Line Item Account			
205254	11/30/2018		
Inv	P/R/E 11/25/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Garishment - Case# 2000 0000 1609 311	700-0000-0000-2264-000	861.23
Inv P/R/E 11/25/18 Total			861.23

Check Number	Check Date		Amount
205254 Total:			861.23
205255	11/30/2018		
Inv	P/R/E 11/25/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Garishment - Case# 2000 0000 6861 35	700-0000-0000-2264-000	105.23
Inv P/R/E 11/25/18 Total			105.23
205255 Total:			105.23
CSD3015 - Ca. State Disbursement Unit Total:			966.46
CAT0700 - Catering Systems Inc. Line Item Account			
205213	11/29/2018		
Inv	4911		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Food for parent night for end of summer event at camp med	101-8030-8032-8268-000	900.00
Inv 4911 Total			900.00
205213 Total:			900.00
CAT0700 - Catering Systems Inc. Total:			900.00
CBSE6010 - Cell Business Equipment Line Item Account			
205214	11/29/2018		
Inv	61253948		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/10/2018	PW Copier 11/18	101-2010-2032-8300-000	251.61
Inv 61253948 Total			251.61
205214 Total:			251.61
CBSE6010 - Cell Business Equipment Total:			251.61
CNCN8010 - Chan, Cindy Line Item Account			
205261	12/06/2018		
Inv	12.3.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2018	Sub-Committee Meeting Speaker Lib. Foundation 12/3/18	101-0000-0000-2997-000	100.00
Inv 12.3.18 Total			100.00
205261 Total:			100.00

Check Number	Check Date		Amount
CNCN8010 - Chan, Cindy Total:			100.00
CITTF000 - CIT Technology Financial Services, Inc. Line Item Account			
205215	11/29/2018		
Inv	32692505		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/14/2018	Finance / Planning Copier	101-0000-0000-2990-024	802.67
Inv 32692505 Total			802.67
205215 Total:			802.67
CITTF000 - CIT Technology Financial Services, Inc. Total:			802.67
CCAC1020 - City Clerk's Assoc. of CA Line Item Account			
205216	11/29/2018		
Inv	20180415		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Payment for Job Advertiment on CCAC Job Website	101-2010-2013-8040-000	200.00
Inv 20180415 Total			200.00
205216 Total:			200.00
CCAC1020 - City Clerk's Assoc. of CA Total:			200.00
CSPF5011 - City of South Pasadena-FD Line Item Account			
205262	12/06/2018		
Inv	12/4/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Reimb. Petty Cash	101-5010-5011-8120-000	8.41
12/04/2018	Reimb. Petty Cash	101-5010-5011-8100-000	77.93
12/04/2018	Reimb. Petty Cash	101-5010-5012-8520-000	46.74
12/04/2018	Reimb. Petty Cash	101-5010-5011-8020-000	156.24
Inv 12/4/18 Total			289.32
205262 Total:			289.32
CSPF5011 - City of South Pasadena-FD Total:			289.32
SOU5343 - City of South Pasadena-Recreation Line Item Account			
205217	11/29/2018		
Inv	11/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Reimb. Petty Cash	101-8030-8032-8268-000	352.47

Check Number	Check Date		Amount
11/27/2018	Reimb. Petty Cash	101-2010-2013-8020-000	108.85
11/27/2018	Reimb. Petty Cash	101-8030-8032-8264-000	99.33
Inv 11/18 Total			560.65
205217 Total:			560.65
205263	12/06/2018		
Inv	12.4.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Reimb. Petty Cash	101-2010-2013-8020-000	258.69
12/04/2018	Reimb. Petty Cash	101-8030-8032-8264-000	60.00
Inv 12.4.18 Total			318.69
205263 Total:			318.69
SOU5343 - City of South Pasadena-Recreation Total:			879.34
PCYD6010 - City of South Pasadena-Yard Line Item Account			
205218	11/29/2018		
Inv	11/20/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Reimb. Petty Cash	101-6010-6601-8020-000	7.70
11/20/2018	Reimb. Petty Cash	210-6010-6501-8020-000	6.54
11/20/2018	Reimb. Petty Cash	230-6010-6116-8020-000	13.61
11/20/2018	Reimb. Petty Cash	500-6010-6710-8070-000	180.44
11/20/2018	Reimb. Petty Cash	500-6010-6711-8070-000	13.46
11/20/2018	Reimb. Petty Cash	101-6010-6601-8020-000	50.12
Inv 11/20/18 Total			271.87
205218 Total:			271.87
PCYD6010 - City of South Pasadena-Yard Total:			271.87
CDPS1020 - Code Publishing Inc. Line Item Account			
205219	11/29/2018		
Inv	61657		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/06/2018	CC Municipal Code Web Update - Ordinances 2323 & 2324	101-1020-1021-8180-000	94.75
Inv 61657 Total			94.75
Inv	61788		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/18/2018	Website Development: Conversion of Files to HTML & Publication	101-1020-1021-8180-000	225.00
Inv 61788 Total			225.00

Check Number	Check Date		Amount
Inv	61860		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/06/2018	CC Municipal Code Web Update - Ordinances 2325 , 2326	101-1020-1021-8180-000	265.30
Inv 61860 Total			265.30
205219 Total:			585.05
CDPS1020 - Code Publishing Inc. Total:			585.05
CRMN6010 - Core & Main LP Line Item Account			
205220	11/29/2018		
Inv	J238616		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2018	Water Valve purchase for Marengo Ave. & Bank Street	500-6010-6710-8020-000	2,811.79
Inv J238616 Total			2,811.79
205220 Total:			2,811.79
CRMN6010 - Core & Main LP Total:			2,811.79
CRDA1021 - Corodata Records Management Line Item Account			
205221	11/29/2018		
Inv	RS4448922		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Records Mgmt Svcs 10/18	101-1020-1021-8180-000	507.33
Inv RS4448922 Total			507.33
205221 Total:			507.33
CRDA1021 - Corodata Records Management Total:			507.33
CRSR2010 - Corodata Shredding Inc. Line Item Account			
205222	11/29/2018		
Inv	DN 1207488		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Shredding Svcs 10/18	101-1020-1021-8180-000	138.00
Inv DN 1207488 Total			138.00
205222 Total:			138.00
CRSR2010 - Corodata Shredding Inc. Total:			138.00

Check Number	Check Date		Amount
DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Line Item Account			
205223	11/29/2018		
Inv	15183		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Professional Svcs-Email Exchange & Telephone Conference 10/8-3	101-2010-2501-8160-000	1,216.80
Inv 15183 Total			1,216.80
205223 Total:			1,216.80
DRLL2051 - Dapeer, Rosenbilt & Litvak, LLP Total:			1,216.80
SPDW7000 - DeWolfe, Stephanie Line Item Account			
205224	11/29/2018		
Inv	06178		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Parking Reimbursement League of Cities Conf.	101-2010-2011-8090-000	15.00
Inv 06178 Total			15.00
Inv	06221		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Parking Reimbursement League of Cities Conf.	101-2010-2011-8090-000	15.00
Inv 06221 Total			15.00
205224 Total:			30.00
SPDW7000 - DeWolfe, Stephanie Total:			30.00
DIG0800 - Digital Telecommunications Corp Line Item Account			
205264	12/06/2018		
Inv	32978		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2018	IT - Phones Svcs. 1/19	101-2010-2032-8150-000	875.00
Inv 32978 Total			875.00
205264 Total:			875.00
DIG0800 - Digital Telecommunications Corp Total:			875.00
DTV5012 - DIRECTV Line Item Account			
205265	12/06/2018		
Inv	35506177808		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
11/29/2018	FD Emergency Operation & Disaster Preparedness 11/28-12/27/18	101-5010-5012-8020-000	71.66
Inv 35506177808 Total			71.66
205265 Total:			71.66
DTV5012 - DIRECTV Total:			71.66
DBAR3011 - Dunbar Armored Inc. Line Item Account			
205225	11/29/2018		
Inv 4299050			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Armored Car Svc for 11/18	500-3010-3012-8180-000	940.28
11/01/2018	Armored Car Svc for 11/18	101-3010-3041-8180-000	940.28
11/01/2018	Armored Car Svc for Excess Svcs 10/18	101-3010-3041-8180-000	353.01
Inv 4299050 Total			2,233.57
205225 Total:			2,233.57
DBAR3011 - Dunbar Armored Inc. Total:			2,233.57
FED1109 - FedEx Line Item Account			
205266	12/06/2018		
Inv 6-385-47997			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Finance Department Overnight Shipping	101-3010-3011-8010-000	39.73
Inv 6-385-47997 Total			39.73
205266 Total:			39.73
FED1109 - FedEx Total:			39.73
FLO1124 - Flower Gallery Line Item Account			
205267	12/06/2018		
Inv 001372			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2018	Flowers for David Batt Memorial Dec. 6,2018	101-2010-2011-8020-000	109.50
Inv 001372 Total			109.50
205267 Total:			109.50
FLO1124 - Flower Gallery Total:			109.50

Check Number	Check Date		Amount
GAL7788 - Gale, Donna Line Item Account			
205226	11/29/2018		
Inv	Fall 2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Payment for Dance & Cooking - 5 Classes	101-8030-8032-8267-000	2,272.50
Inv Fall 2018 Total			2,272.50
205226 Total:			2,272.50
GAL7788 - Gale, Donna Total:			2,272.50
HESM4011 - Heartsmart.com Line Item Account			
205227	11/29/2018		
Inv	11/27/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Replacement Batteries for AED Units	101-4010-4011-8110-000	790.00
Inv 11/27/18 Total			790.00
205227 Total:			790.00
HESM4011 - Heartsmart.com Total:			790.00
HRCS2011 - Housing Rights Center Line Item Account			
205228	11/29/2018		
Inv	3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	Fair Housing Services Program 9/18	228-7200-7220-8180-000	1,074.72
Inv 3 Total			1,074.72
205228 Total:			1,074.72
HRCS2011 - Housing Rights Center Total:			1,074.72
HRDY2013 - HR Dynamics & Performance Management Inc. Line Item Account			
205268	12/06/2018		
Inv	11/8/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	HR Consulting Services	101-2010-2013-8170-000	10,000.00
Inv 11/8/18 Total			10,000.00
205268 Total:			10,000.00

Check Number	Check Date		Amount
HRDY2013 - HR Dynamics & Performance Management Inc. Total:			10,000.00
ITCR2501 - Intercare Holdings Insurance Svcs Line Item Account			
205229	11/29/2018		
Inv	76-005300		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Workmens Comp Claims Admn. Svcs. 10/18	103-2010-2501-8020-000	165.00
Inv 76-005300 Total			165.00
205229 Total:			165.00
ITCR2501 - Intercare Holdings Insurance Svcs Total:			165.00
IIMC307 - Int'l Institute of Mun. Clerks Line Item Account			
205230	11/29/2018		
Inv	25252		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/05/2018	Annual Membership Renewal - Lucy Demirjian	101-1020-1021-8060-000	110.00
Inv 25252 Total			110.00
205230 Total:			110.00
IIMC307 - Int'l Institute of Mun. Clerks Total:			110.00
LCW7456 - Liebert Cassidy Whitmore Line Item Account			
205231	11/29/2018		
Inv	11/19/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Personnel Matters - Nov. 18	101-2010-2013-8200-000	70.00
Inv 11/19/18 Total			70.00
Inv	1467658		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Personnel Matters - Sep.18	101-2010-2013-8160-000	144.00
Inv 1467658 Total			144.00
Inv	1467659		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Personnel Matters - Sep.18	101-2010-2013-8160-000	81.00
Inv 1467659 Total			81.00
Inv	1467660		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
09/30/2018	Personnel Matters - Sep.18	101-2010-2013-8160-000	1,924.00
Inv 1467660 Total			1,924.00
Inv 1467661			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Personnel Matters - Sep.18	101-2010-2013-8160-000	2,109.00
Inv 1467661 Total			2,109.00
Inv 1467662			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Personnel Matters - Sep.18	101-2010-2013-8160-000	2,744.00
Inv 1467662 Total			2,744.00
205231 Total:			7,072.00
LCW7456 - Liebert Cassidy Whitmore Total:			7,072.00
SCML5010 - McLellan, Scott Line Item Account			
205232	11/29/2018		
Inv 11/19/18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Reimb. Paramedic Accreditation License Renewal	101-5010-5011-8110-000	204.71
11/19/2018	Reimb. Paramedic Accreditation License Renewal	101-5010-5011-8200-000	200.00
Inv 11/19/18 Total			404.71
205232 Total:			404.71
SCML5010 - McLellan, Scott Total:			404.71
LEME5270 - Medina, Lecann Line Item Account			
205233	11/29/2018		
Inv 96785			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Refund for class cancellation - Alesso Hawkey	101-0000-0000-5270-002	90.00
Inv 96785 Total			90.00
205233 Total:			90.00
LEME5270 - Medina, Lecann Total:			90.00
JUSM7000 - Miller, Justin Line Item Account			
205269	12/06/2018		

Check Number	Check Date		Amount
Inv	11.5.18-11.9.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	Reimbursement CA Fire Mechanics Academy Fire Pumps & Acces	101-5010-5011-8200-000	630.00
Inv 11.5.18-11.9.18 Total			630.00
205269 Total:			630.00
JUSM7000 - Miller, Justin Total:			630.00
SAMO5270 - Mozo, Sarah Line Item Account			
205270	12/06/2018		
Inv	R97179		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Refund for park gazebo due to condition #R96792/R97179	101-0000-0000-5270-005	75.00
Inv R97179 Total			75.00
205270 Total:			75.00
SAMO5270 - Mozo, Sarah Total:			75.00
BILT4011 - Muay Thai Boxing & MMA Gear Line Item Account			
205271	12/06/2018		
Inv	9/27/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	Supplies for Self-Defense Class & Arrest and Control	101-4010-4011-8200-000	65.33
09/27/2018	Supplies for Self-Defense Class & Arrest and Control	101-4010-4011-8200-000	45.71
Inv 9/27/18 Total			111.04
205271 Total:			111.04
BILT4011 - Muay Thai Boxing & MMA Gear Total:			111.04
OREI6711 - O' Reilly Automotive Inc. Line Item Account			
205272	12/06/2018		
Inv	3213496205		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2018	Vehicle Maint. Supplies	500-6010-6711-8100-000	60.79
Inv 3213496205 Total			60.79
205272 Total:			60.79
OREI6711 - O' Reilly Automotive Inc. Total:			60.79

Check Number	Check Date		Amount
ONSP2013 - Onshine Photobooth Line Item Account			
205234	11/29/2018		
Inv	12/8/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	Breakfast w/Santa Photo Booth 12/8/18	101-8030-8032-8264-000	200.00
Inv 12/8/18 Total			200.00
205234 Total:			200.00
205273	12/06/2018		
Inv	12/11/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	Photobooth for Employee Holiday Luncheon 12/11/18	101-2010-2013-8020-000	200.00
Inv 12/11/18 Total			200.00
205273 Total:			200.00
ONSP2013 - Onshine Photobooth Total:			400.00
PWP4465 - Pasadena Water & Power Line Item Account			
205274	12/06/2018		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Water Use 60 E. State Street 10/12 - 11/13/18	500-6010-6711-8231-000	3,234.72
Inv 80176-1 Total			3,234.72
205274 Total:			3,234.72
PWP4465 - Pasadena Water & Power Total:			3,234.72
PUWA8020 - Pure Water Line Item Account			
205235	11/29/2018		
Inv	8586		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	FD Supplies 11/18	101-5010-5011-8020-000	87.59
Inv 8586 Total			87.59
205235 Total:			87.59
205275	12/06/2018		
Inv	8876		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2018	FD Supplies 12/18	101-5010-5011-8020-000	87.39

Check Number	Check Date		Amount
Inv 8876	Total		87.39
205275 Total:			87.39
PUWA8020 - Pure Water Total:			174.98
ROTH6010 - Roth Staffing Companies Line Item Account			
205236	11/29/2018		
Inv	13662095		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Temp Staff Svcs. 11/18	101-2010-2011-8180-000	557.28
Inv 13662095 Total			557.28
Inv	13662096		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Temp Staff Svcs. 11/18	101-3010-3011-8180-000	817.38
Inv 13662096 Total			817.38
Inv	13664261		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Temp Staff Svcs. 11/18	101-2010-2011-8180-000	928.80
Inv 13664261 Total			928.80
Inv	13665003		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Temp Staff Svcs. 11/18	101-2010-2011-8180-000	743.04
Inv 13665003 Total			743.04
Inv	13665004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/23/2018	Temp Staff Svcs. 11/18	101-3010-3011-8180-000	653.90
Inv 13665004 Total			653.90
205236 Total:			3,700.40
ROTH6010 - Roth Staffing Companies Total:			3,700.40
SSDV2018 - Sandoval, Sheila Line Item Account			
205256	11/30/2018		
Inv	P/R/E 11/25/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Garnishment	700-0000-0000-2264-000	876.92
11/29/2018	Garnishment	700-0000-0000-2264-000	713.62

Check Number	Check Date		Amount
		Inv P/R/E 11/25/18 Total	1,590.54
		205256 Total:	1,590.54
		SSDV2018 - Sandoval, Sheila Total:	1,590.54
		SAX1111 - Saxon, Kris Line Item Account	
205237	11/29/2018		
Inv	11/08-11/16/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	Reimb. Hill & Woosley Fires	101-5010-5011-8020-000	1,086.92
		Inv 11/08-11/16/18 Total	1,086.92
		Inv	11/09/2018
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD Reimburse Department Supply	101-5010-5011-8020-000	21.89
11/28/2018	Reimburse Hill and Woolsey Fires Strike Team	101-5010-5011-8105-000	122.98
		Inv 11/09/2018 Total	144.87
		205237 Total:	1,231.79
		SAX1111 - Saxon, Kris Total:	1,231.79
		SHI5011 - Shift Calendars Inc Line Item Account	
205276	12/06/2018		
Inv	22240		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	FD Shift Calanders	101-5010-5011-8020-000	523.10
		Inv 22240 Total	523.10
		205276 Total:	523.10
		SHI5011 - Shift Calendars Inc Total:	523.10
		SOU6666 - So. CA Edison Co. Line Item Account	
205238	11/29/2018		
Inv	3-000-5677-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/16-11/15/18	500-6010-6711-8152-000	1,526.81
		Inv 3-000-5677-90 Total	1,526.81

Check Number	Check Date		Amount
Inv	3-000-5950-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/18-11/17/18	101-6010-6410-8140-000	49.89
Inv 3-000-5950-21 Total			49.89
Inv	3-000-5950-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-6010-6410-8140-000	78.74
Inv 3-000-5950-22 Total			78.74
Inv	3-000-7125-63		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-6010-6015-8140-000	23.37
Inv 3-000-7125-63 Total			23.37
Inv	3-000-7125-66		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	31.68
Inv 3-000-7125-66 Total			31.68
Inv	3-000-7152-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	23.61
Inv 3-000-7152-57 Total			23.61
Inv	3-000-8455-69		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	37.71
Inv 3-000-8455-69 Total			37.71
Inv	3-000-9969-52		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/18-11/17/18	101-6010-6410-8140-000	12.99
11/19/2018	10/18-11/17/18	215-6010-6115-8140-000	12.99
Inv 3-000-9969-52 Total			25.98
Inv	3-001-1810-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	27.22
Inv 3-001-1810-93 Total			27.22
Inv	3-001-1810-94		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	31.65
Inv 3-001-1810-94 Total			31.65
Inv 3-001-1810-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/16-11/15/18	500-6010-6711-8152-000	20,397.01
Inv 3-001-1810-98 Total			20,397.01
Inv 3-001-1811-29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6601-8140-000	3,687.81
Inv 3-001-1811-29 Total			3,687.81
Inv 3-001-1811-44			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/18-11/17/18	215-6010-6201-8140-000	58.22
11/19/2018	10/18-11/17/18	101-6010-6410-8140-000	58.22
Inv 3-001-1811-44 Total			116.44
Inv 3-001-1811-45			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/18-11/17/18	215-6010-6201-8140-000	37.27
11/19/2018	10/18-11/17/18	101-6010-6410-8140-000	37.28
Inv 3-001-1811-45 Total			74.55
Inv 3-001-1811-48			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	32.60
Inv 3-001-1811-48 Total			32.60
Inv 3-001-1811-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	41.19
Inv 3-001-1811-56 Total			41.19
Inv 3-001-1811-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	26.30
Inv 3-001-1811-58 Total			26.30
Inv 3-001-1811-59			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	31.11

Inv 3-001-1811-59 Total			31.11
Inv	3-001-1811-63		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-6010-6410-8140-000	23.68
Inv 3-001-1811-63 Total			23.68
Inv	3-001-1811-67		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	31.27
Inv 3-001-1811-67 Total			31.27
Inv	3-001-1811-68		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-8010-8011-8140-000	85.10
Inv 3-001-1811-68 Total			85.10
Inv	3-001-1811-69		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	215-6010-6201-8140-000	19.87
Inv 3-001-1811-69 Total			19.87
Inv	3-001-1811-75		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	54.87
Inv 3-001-1811-75 Total			54.87
Inv	3-001-1811-76		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	35.03
Inv 3-001-1811-76 Total			35.03
Inv	3-001-1811-77		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	30.88
Inv 3-001-1811-77 Total			30.88
Inv	3-001-1811-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	29.47
Inv 3-001-1811-79 Total			29.47

Check Number	Check Date		Amount
Inv	3-001-1811-80		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	28.64
Inv 3-001-1811-80 Total			28.64
Inv	3-001-1811-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6410-8140-000	23.37
Inv 3-001-1811-86 Total			23.37
Inv	3-001-1811-87		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	35.21
Inv 3-001-1811-87 Total			35.21
Inv	3-001-1811-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	13.15
11/19/2018	10/01-11/01/18	215-6010-6201-8140-000	13.15
Inv 3-001-1811-89 Total			26.30
Inv	3-001-1811-90		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	34.01
Inv 3-001-1811-90 Total			34.01
Inv	3-001-1811-91		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	46.62
Inv 3-001-1811-91 Total			46.62
Inv	3-001-1811-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	14.96
Inv 3-001-1811-92 Total			14.96
Inv	3-001-1811-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	31.75
Inv 3-001-1811-93 Total			31.75
Inv	3-001-1811-95		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
11/19/2018	09/25-10/24/18	101-6010-6410-8140-000	24.05
Inv 3-001-1811-95 Total			24.05
Inv 3-001-1811-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	14.50
Inv 3-001-1811-98 Total			14.50
Inv 3-001-1812-06			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6410-8140-000	22.47
Inv 3-001-1812-06 Total			22.47
Inv 3-001-1812-07			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/18-11/17/18	500-6010-6711-8140-000	27.05
Inv 3-001-1812-07 Total			27.05
Inv 3-001-1812-08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	45.74
Inv 3-001-1812-08 Total			45.74
Inv 3-001-1812-09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	239.80
Inv 3-001-1812-09 Total			239.80
Inv 3-001-1812-10			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	232-6010-6417-8140-000	49.29
Inv 3-001-1812-10 Total			49.29
Inv 3-001-1812-11			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	24.19
Inv 3-001-1812-11 Total			24.19
Inv 3-001-1812-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6015-8140-000	26.55
Inv 3-001-1812-12 Total			26.55

Check Number	Check Date		Amount
Inv	3-001-1812-25		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	23.75
Inv 3-001-1812-25 Total			23.75
Inv	3-001-1812-26		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	722.78
Inv 3-001-1812-26 Total			722.78
Inv	3-001-1812-27		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	215-6010-6115-8140-000	33.87
Inv 3-001-1812-27 Total			33.87
Inv	3-001-1812-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	101-6010-6410-8140-000	35.63
Inv 3-001-1812-31 Total			35.63
Inv	3-001-1812-32		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	11.86
Inv 3-001-1812-32 Total			11.86
Inv	3-001-1812-34		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/12/18	500-6010-6711-8152-000	21.58
11/19/2018	07/30-08/28/18	500-6010-6711-8152-000	43.15
11/19/2018	08/28-09/27/18	500-6010-6711-8152-000	43.15
Inv 3-001-1812-34 Total			107.88
Inv	3-001-1812-35		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	15.90
Inv 3-001-1812-35 Total			15.90
Inv	3-001-1812-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	101-6010-6410-8140-000	51.19
Inv 3-001-1812-36 Total			51.19

Check Number	Check Date		Amount
Inv 3-001-1812-38			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	101-6010-6410-8140-000	25.24
Inv 3-001-1812-38 Total			25.24
Inv 3-001-1812-39			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	37.34
Inv 3-001-1812-39 Total			37.34
Inv 3-001-9413-97			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	500-6010-6711-8152-000	1,732.66
Inv 3-001-9413-97 Total			1,732.66
Inv 3-002-4372-43			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	49.58
Inv 3-002-4372-43 Total			49.58
Inv 3-002-4373-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	500-6010-6711-8140-000	23.37
Inv 3-002-4373-12 Total			23.37
Inv 3-003-6653-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	09/24-10/23/18	101-6010-6410-8140-000	337.50
Inv 3-003-6653-57 Total			337.50
Inv 3-003-7341-83			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	9.93
Inv 3-003-7341-83 Total			9.93
Inv 3-004-3214-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	32.64
Inv 3-004-3214-58 Total			32.64
Inv 3-004-4562-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	34.63

Check Number	Check Date		Amount
Inv 3-004-4562-56		Total	34.63
Inv 3-016-0678-82			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6201-8140-000	59.56
Inv 3-016-0678-82		Total	59.56
Inv 3-022-6051-15			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	53.23
Inv 3-022-6051-15		Total	53.23
Inv 3-022-6897-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	26.09
Inv 3-022-6897-57		Total	26.09
Inv 3-022-6897-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	23.75
Inv 3-022-6897-89		Total	23.75
Inv 3-022-6897-99			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	25.58
Inv 3-022-6897-99		Total	25.58
Inv 3-022-6898-05			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	23.60
Inv 3-022-6898-05		Total	23.60
Inv 3-022-6898-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	215-6010-6115-8140-000	24.36
Inv 3-022-6898-17		Total	24.36
Inv 3-046-7147-27			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	500-6010-6711-8140-000	2,223.35
Inv 3-046-7147-27		Total	2,223.35

Check Number	Check Date		Amount
Inv	3-048-3503-18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-6010-6410-8140-000	0.24
Inv 3-048-3503-18 Total			0.24
Inv	3-048-3503-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-8010-8011-8140-000	11.93
Inv 3-048-3503-31 Total			11.93
Inv	3-048-3504-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	0.32
Inv 3-048-3504-12 Total			0.32
Inv	3-048-3504-73		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	7.04
Inv 3-048-3504-73 Total			7.04
Inv	3-048-3505-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	7.94
Inv 3-048-3505-86 Total			7.94
Inv	3-048-3506-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8152-000	10.05
Inv 3-048-3506-21 Total			10.05
Inv	3-048-3506-72		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	500-6010-6711-8140-000	7.12
Inv 3-048-3506-72 Total			7.12
Inv	3-048-3507-28		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	9.58
Inv 3-048-3507-28 Total			9.58
Inv	3-048-3515-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	0.17

Check Number	Check Date		Amount
Inv 3-048-3515-02		Total	0.17
Inv 3-048-3515-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	21.74
Inv 3-048-3515-19		Total	21.74
Inv 3-048-3515-96			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	10.15
Inv 3-048-3515-96		Total	10.15
Inv 3-048-3519-30			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	8/23-9/24/18	101-6010-6410-8140-000	282.49
Inv 3-048-3519-30		Total	282.49
Inv 3-048-3520-99			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	101-6010-6410-8140-000	112.81
Inv 3-048-3520-99		Total	112.81
Inv 3-048-3524-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	18.03
Inv 3-048-3524-22		Total	18.03
Inv 3-048-3528-66			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	13.63
Inv 3-048-3528-66		Total	13.63
Inv 3-048-3529-42			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	21.84
Inv 3-048-3529-42		Total	21.84
Inv 3-048-3530-52			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/24-10/23/18	215-6010-6115-8140-000	0.34
Inv 3-048-3530-52		Total	0.34

Check Number	Check Date		Amount
Inv	3-048-3587-48		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	6.52
Inv 3-048-3587-48 Total			6.52
Inv	3-048-3587-62		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6410-8140-000	0.52
Inv 3-048-3587-62 Total			0.52
Inv	3-048-3593-95		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	11.59
Inv 3-048-3593-95 Total			11.59
Inv	3-048-3593-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6410-8140-000	17.64
Inv 3-048-3593-98 Total			17.64
Inv	3-048-3594-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	2.44
Inv 3-048-3594-36 Total			2.44
Inv	3-048-3599-01		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	101-6010-6601-8140-000	2,064.43
Inv 3-048-3599-01 Total			2,064.43
Inv	3-048-3599-97		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	232-6010-6417-8140-000	20.65
Inv 3-048-3599-97 Total			20.65
Inv	3-048-3600-65		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	215-6010-6115-8140-000	15.58
Inv 3-048-3600-65 Total			15.58
Inv	3-048-3601-53		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	500-6010-6711-8152-000	672.81

Check Number	Check Date		Amount
Inv 3-048-3601-53		Total	672.81
Inv 3-048-3608-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/25-10/24/18	500-6010-6710-8140-000	593.92
Inv 3-048-3608-21		Total	593.92
Inv 3-048-3659-74			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	141.41
Inv 3-048-3659-74		Total	141.41
Inv 3-048-3662-71			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	215-6010-6115-8140-000	12.91
Inv 3-048-3662-71		Total	12.91
Inv 3-048-3664-38			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	0.30
Inv 3-048-3664-38		Total	0.30
Inv 3-048-3670-65			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/26-10/25/18	101-6010-6410-8140-000	0.16
Inv 3-048-3670-65		Total	0.16
Inv 3-048-3735-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	101-6010-6410-8140-000	9.35
Inv 3-048-3735-77		Total	9.35
Inv 3-048-3736-11			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	101-6010-6410-8140-000	21.35
Inv 3-048-3736-11		Total	21.35
Inv 3-048-3750-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/27-10/26/18	215-6010-6115-8140-000	0.75
Inv 3-048-3750-12		Total	0.75

Check Number	Check Date		Amount
Inv	3-048-3807-64		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	14.37
Inv 3-048-3807-64 Total			14.37
Inv	3-048-3810-70		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	0.29
Inv 3-048-3810-70 Total			0.29
Inv	3-048-3817-68		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	101-6010-6410-8140-000	0.19
Inv 3-048-3817-68 Total			0.19
Inv	3-048-3819-71		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	12.17
Inv 3-048-3819-71 Total			12.17
Inv	3-048-3823-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/28-10/29/18	215-6010-6115-8140-000	24.81
Inv 3-048-3823-92 Total			24.81
Inv	3-048-4954-40		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/19-10/18/18	101-6010-6410-8140-000	57.30
11/19/2018	09/19-10/18/18	215-6010-6201-8140-000	57.30
Inv 3-048-4954-40 Total			114.60
Inv	3-048-4960-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/19-10/18/18	101-6010-6410-8140-000	20.35
Inv 3-048-4960-02 Total			20.35
Inv	3-048-4960-34		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/19-10/18/18	101-6010-6410-8140-000	43.70
11/19/2018	09/19-10/18/18	215-6010-6201-8140-000	43.70
Inv 3-048-4960-34 Total			87.40

Check Number	Check Date		Amount
Inv	3-048-4961-25		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/19-10/18/18	500-6010-6711-8140-000	2.40
Inv 3-048-4961-25 Total			2.40
Inv	3-048-5125-68		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	29.72
Inv 3-048-5125-68 Total			29.72
Inv	3-048-5125-73		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	20.77
Inv 3-048-5125-73 Total			20.77
Inv	3-048-5127-24		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	10.71
Inv 3-048-5127-24 Total			10.71
Inv	3-048-5129-43		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	1.00
Inv 3-048-5129-43 Total			1.00
Inv	3-048-5129-59		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	10.84
Inv 3-048-5129-59 Total			10.84
Inv	3-048-5131-46		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	0.55
Inv 3-048-5131-46 Total			0.55
Inv	3-048-5131-47		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	10.58
Inv 3-048-5131-47 Total			10.58
Inv	3-048-5135-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	26.99

Check Number	Check Date		Amount
Inv 3-048-5135-05	Total		26.99
Inv 3-048-5136-08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	13.38
Inv 3-048-5136-08	Total		13.38
Inv 3-048-5142-29			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	09/21-10/22/18	215-6010-6115-8140-000	11.71
Inv 3-048-5142-29	Total		11.71
Inv 3-048-7780-74			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	1.76
Inv 3-048-7780-74	Total		1.76
Inv 3-048-7781-02			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	7.40
Inv 3-048-7781-02	Total		7.40
Inv 3-048-7781-59			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	62.32
Inv 3-048-7781-59	Total		62.32
Inv 3-048-7782-47			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	10.98
Inv 3-048-7782-47	Total		10.98
Inv 3-048-7782-87			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	1.76
Inv 3-048-7782-87	Total		1.76
Inv 3-048--7783-35			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	215-6010-6201-8140-000	3.51
Inv 3-048--7783-35	Total		3.51

Check Number	Check Date		Amount
Inv	3-048--7786-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	10/01-11/01/18	101-6010-6410-8140-000	3.70
11/19/2018	10/01-11/01/18	215-6010-6201-8140-000	3.70
Inv 3-048--7786-19 Total			7.40
205238 Total:			37,669.32
205277	12/06/2018		
Inv	3-002-4472-77		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	101-8010-8011-8140-000	1,524.19
Inv 3-002-4472-77 Total			1,524.19
Inv	3-002-4472-78		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	101-6010-6601-8140-000	727.90
Inv 3-002-4472-78 Total			727.90
Inv	3-011-4089-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000	36.82
Inv 3-011-4089-57 Total			36.82
Inv	3-022-6898-28		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2018	10/26/18-11/28/18	215-6010-6115-8140-000	27.00
Inv 3-022-6898-28 Total			27.00
Inv	3-023-6580-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	215-6010-6201-8140-000	25.52
Inv 3-023-6580-86 Total			25.52
Inv	3-023-7844-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000	24.00
Inv 3-023-7844-31 Total			24.00
Inv	3-023-8283-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000	27.01
Inv 3-023-8283-79 Total			27.01

Check Number	Check Date		Amount
Inv 3-028-7013-82			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	101-6010-6410-8140-000	74.48
Inv 3-028-7013-82 Total			74.48
Inv 3-028-7594-32			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	500-6010-6711-8152-000	1,696.81
Inv 3-028-7594-32 Total			1,696.81
Inv 3-032-2521-62			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/22/18-11/20/18	215-6010-6201-8140-000	50.36
Inv 3-032-2521-62 Total			50.36
Inv 3-035-6502-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/22/18-11/20/18	101-6010-6601-8140-000	786.80
Inv 3-035-6502-21 Total			786.80
Inv 3-048-3504-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	101-8010-8011-8140-000	407.57
Inv 3-048-3504-98 Total			407.57
Inv 3-048-3508-41			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	101-6010-6410-8140-000	35.98
Inv 3-048-3508-41 Total			35.98
Inv 3-048-3508-62			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000	0.44
Inv 3-048-3508-62 Total			0.44
Inv 3-048-3508-76			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	10/23/18-11/21/18	500-6010-6711-8152-000	658.21
Inv 3-048-3508-76 Total			658.21
Inv 3-048-3509-87			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date	Amount
11/27/2018	10/23/18-11/21/18	1.69
Inv 3-048-3509-87 Total		1.69
Inv 3-048-3512-00		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
11/27/2018	10/23/18-11/21/18	101-6010-6601-8140-000
Inv 3-048-3512-00 Total		139.57
Inv 3-048-3518-27		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000
Inv 3-048-3518-27 Total		1.38
Inv 3-048-3534-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
11/27/2018	10/23/18-11/21/18	215-6010-6115-8140-000
Inv 3-048-3534-21 Total		14.43
Inv 3-048-3733-54		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
12/01/2018	10/26/18-11/28/18	215-6010-6115-8140-000
Inv 3-048-3733-54 Total		0.27
Inv 3-048-5123-44		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
11/27/2018	10/22/18-11/20/18	215-6010-6201-8140-000
Inv 3-048-5123-44 Total		18.93
Inv 3-048-5135-50		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
11/05/2018	10/22/18-11/20/18	101-6010-6601-8140-000
Inv 3-048-5135-50 Total		101.54
205277 Total:		6,380.90
SOU6666 - So. CA Edison Co. Total:		44,050.22
SGMCM2013 - St. George's Medical Clinic Line Item Account		
205239	11/29/2018	
Inv 115933.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/28/2018	Medical Exam Account 115933.0	101-2010-2013-8170-000
175.00		

Inv 115933.0 Total				175.00
Inv 117488.0				
Line Item Date	Line Item Description	Line Item Account		
08/06/2018	Medical Exam Account 117488.0	101-2010-2013-8170-000		110.00
Inv 117488.0 Total				110.00
Inv 117549.0				
Line Item Date	Line Item Description	Line Item Account		
08/08/2018	Medical Exam Account 117549.0	101-2010-2013-8170-000		110.00
Inv 117549.0 Total				110.00
Inv 117644.0				
Line Item Date	Line Item Description	Line Item Account		
08/15/2018	Medical Exam Account 117644.0	101-2010-2013-8170-000		110.00
Inv 117644.0 Total				110.00
Inv 117694.0				
Line Item Date	Line Item Description	Line Item Account		
08/20/2018	Medical Exam Account 117694.0	101-2010-2013-8170-000		110.00
Inv 117694.0 Total				110.00
Inv 117728.0				
Line Item Date	Line Item Description	Line Item Account		
08/21/2018	Medical Exam Account 117728.0	101-4010-4011-8170-000		670.00
Inv 117728.0 Total				670.00
Inv 118091.0				
Line Item Date	Line Item Description	Line Item Account		
09/12/2018	Medical Exam Account 118091.0	101-2010-2013-8170-000		650.00
Inv 118091.0 Total				650.00
Inv 85198.0				
Line Item Date	Line Item Description	Line Item Account		
08/28/2018	Medical Exam Account 85198.0	101-4010-4011-8170-000		295.00
Inv 85198.0 Total				295.00

205239 Total: 2,230.00

SGMCM2013 - St. George's Medical Clinic Total: 2,230.00

STAS219 - Staples Business Advantage Line Item Account
 205240 11/29/2018

Inv 3394905069

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	CC Office Supplies	101-2010-2011-8000-000	411.38

Inv 3394905069 Total 411.38

Inv 3394905070

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	CC Office Supplies	101-2010-2011-8000-000	18.39

Inv 3394905070 Total 18.39

Inv 3394905072

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	CC Office Supplies	101-2010-2011-8000-000	244.56

Inv 3394905072 Total 244.56

Inv 3395887659

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	CC Office Supplies	101-2010-2011-8000-000	24.08

Inv 3395887659 Total 24.08

Inv 3396267652

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/11/2018	CC Office Supplies	101-2010-2011-8000-000	12.03

Inv 3396267652 Total 12.03

Inv 3396267653

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/18/2018	CC Office Supplies	101-2010-2011-8000-000	60.00

Inv 3396267653 Total 60.00

205240 Total: 770.44

205278 12/06/2018

Inv 3395887660

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	Finance Office Supplies	101-3010-3011-8000-000	108.91
11/08/2018	Finance Office Supplies	101-7010-7011-8000-000	157.24

Inv 3395887660 Total 266.15

205278 Total: 266.15

STA5219 - Staples Business Advantage Total: 1,036.59

Check Number	Check Date		Amount
STSM1020 - Studio Spectrum Line Item Account			
205241	11/29/2018		
Inv	19076		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	AV Svcs - 10/18	101-1020-1021-8180-000	2,250.00
Inv 19076 Total			2,250.00
205241 Total:			2,250.00
STSM1020 - Studio Spectrum Total:			2,250.00
MSUN3012 - Sun, Michelle Line Item Account			
205242	11/29/2018		
Inv	96786		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Refund for class cancellation - Priscilla Wang	101-0000-0000-5270-002	90.00
Inv 96786 Total			90.00
205242 Total:			90.00
MSUN3012 - Sun, Michelle Total:			90.00
SPWS8020 - SupplyWorks Line Item Account			
205243	11/29/2018		
Inv	462480021		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/30/2018	Library Janitorial Supplies	101-5010-5011-8120-000	666.88
Inv 462480021 Total			666.88
205243 Total:			666.88
SPWS8020 - SupplyWorks Total:			666.88
SUP3041 - Supreme Trophies & Gifts Co Line Item Account			
205244	11/29/2018		
Inv	29822		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	CC Two Glass Awards	101-1020-1021-8020-000	197.10
Inv 29822 Total			197.10
205244 Total:			197.10

Check Number	Check Date		Amount
SUP3041 - Supreme Trophies & Gifts Co Total:			197.10
TECH8025 - Tech Air of California Line Item Account			
205279	12/06/2018		
Inv	04476760		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	FD Oxygen Cylinder Rental	101-5010-5011-8025-000	142.50
Inv 04476760 Total			142.50
205279 Total:			142.50
TECH8025 - Tech Air of California Total:			142.50
BNYM6710 - The Bank of New York Mellon Line Item Account			
205245	11/29/2018		
Inv	252-2151221		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/12/2018	2016 Water Revenue Refunding Bonds 11/10/18 - 11/09/19	505-6010-6712-8232-000	1,320.00
Inv 252-2151221 Total			1,320.00
205245 Total:			1,320.00
BNYM6710 - The Bank of New York Mellon Total:			1,320.00
SOU5030 - The Gas Company Line Item Account			
205246	11/29/2018		
Inv	072 519 1300 5		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-6010-6410-8140-000	17.63
Inv 072 519 1300 5 Total			17.63
Inv	080 919 2900 3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-6010-6601-8140-000	197.46
Inv 080 919 2900 3 Total			197.46
Inv	080 919 3600 8		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-6010-6601-8140-000	4.64
Inv 080 919 3600 8 Total			4.64
Inv	083 019 3600 4		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/31/2018	10/12-11/13/18	500-6010-6710-8140-000	40.87
Inv 083 019 3600 4 Total			40.87
Inv 135 519 3700 9			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-8010-8011-8140-000	5.56
Inv 135 519 3700 9 Total			5.56
Inv 137 619 3700 5			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-6010-6601-8140-000	113.57
Inv 137 619 3700 5 Total			113.57
Inv 148 220 0900 8			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	10/12-11/13/18	101-6010-6410-8140-000	81.73
Inv 148 220 0900 8 Total			81.73
205246 Total:			461.46
SOU5030 - The Gas Company Total:			461.46
TIM4011 - Time Warner Cable Line Item Account			
205247	11/29/2018		
Inv 008 0251967			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/12/2018	1102 Oxley St. 11/22-12/21/18	101-8030-8021-8110-000	208.54
Inv 008 0251967 Total			208.54
Inv 008 0345504			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/11/2018	Water Operations 416 Garfield Ave. Internet 11/21-12/20/18	500-6010-6710-8150-000	360.00
Inv 008 0345504 Total			360.00
205247 Total:			568.54
205280	12/06/2018		
Inv 008 0070193			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	Skate Park Cable - 12/1-12/31/18	101-4010-4011-8110-000	73.96
Inv 008 0070193 Total			73.96

Check Number	Check Date		Amount
Inv 008 0224964			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2018	Internet Upgrade 12/08/2018-1/7/2019	101-2010-2032-8150-000	368.46
Inv 008 0224964 Total			368.46
Inv 008 0355990			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2018	Garfield Reservoir Cable / Internet 12/1/18-1/1-19	500-6010-6710-8150-000	355.19
11/21/2018	Library 11/29-18-12/28/18	101-8010-8011-8180-000	1.58
Inv 008 0355990 Total			356.77
Inv 008 0357905			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/25/2018	Internet Camp Med & Teen Center	101-8030-8032-8268-000	78.15
11/25/2018	Internet Camp Med & Teen Center	101-8030-8032-8020-000	25.00
Inv 008 0357905 Total			103.15
Inv 899 0029763			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	PD Cable 11/16-12/15/2018	101-4010-4011-8110-000	166.15
11/17/2018	PD Cable 10/16-11/15/2018	101-4010-4011-8110-000	158.25
Inv 899 0029763 Total			324.40
205280 Total:			1,226.74
TIM4011 - Time Warner Cable Total:			1,795.28
TRA8021 - Travelin' Game Show Line Item Account			
205281	12/06/2018		
Inv SPSC12918			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/01/2018	Sponsored by Transitions Hospice & Stella Insurance	101-0000-0000-2994-001	150.00
Inv SPSC12918 Total			150.00
205281 Total:			150.00
TRA8021 - Travelin' Game Show Total:			150.00
UPP7789 - Upper S.G.Mun. Water Dist. Line Item Account			
205248	11/29/2018		
Inv 2/09-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	Water Supply for Kollie Ave. / Monterey Rd.	500-6010-6711-8233-000	394,349.90

Check Number	Check Date		Amount
Inv 2/09-18 Total			394,349.90
Inv 2/10-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	Water Supply for Kolle Ave. / Monterey Rd.	500-6010-6711-8233-000	293,689.65
Inv 2/10-18 Total			293,689.65
205248 Total:			688,039.55
UPP7789 - Upper S.G.Mun. Water Dist. Total:			688,039.55
VEBU3010 - Verizon Business Svcs Line Item Account			
205249	11/29/2018		
Inv 6264050051			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	Phone Conferencing Svcs #7DE37177	101-2010-2032-8150-000	36.07
Inv 6264050051 Total			36.07
Inv 70970165			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	Phone Conferencing Svcs 11/18	101-2010-2032-8150-000	13.88
Inv 70970165 Total			13.88
205249 Total:			49.95
VEBU3010 - Verizon Business Svcs Total:			49.95
VERW6711 - Verizon Wireless Line Item Account			
205282	12/06/2018		
Inv 9818727633			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/11/2018	MGMT Svcs. - Ipad Sevice - 10/20-11/19/2018 #971317126-00001	101-2010-2032-8150-000	149.14
Inv 9818727633 Total			149.14
Inv 9819003950			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2018	MGMT Svcs. - 10/24/18-11/23/18	101-2010-2032-8150-000	16.03
Inv 9819003950 Total			16.03
205282 Total:			165.17
VERW6711 - Verizon Wireless Total:			165.17

Check Number	Check Date		Amount
VTDL8180 - VTD LLP Line Item Account			
205283	12/06/2018		
Inv	VT18229		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Accounting Services 11/18	101-3010-3011-8180-000	15,450.00
Inv VT18229 Total			15,450.00
205283 Total:			15,450.00
VTDL8180 - VTD LLP Total:			15,450.00
VUL6601 - Vulcan Materials Co. & Affiliates Line Item Account			
205250	11/29/2018		
Inv	72026032		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Cold Mix, for Garfield Yard	230-6010-6116-8020-000	1,045.07
Inv 72026032 Total			1,045.07
205250 Total:			1,045.07
VUL6601 - Vulcan Materials Co. & Affiliates Total:			1,045.07
WCSP8010 - Woman's Club of South Pasadena Line Item Account			
205251	11/29/2018		
Inv	11.23.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/23/2018	Rental of Women's Club for Executive Team	101-2010-2011-8090-000	110.00
Inv 11.23.18 Total			110.00
205251 Total:			110.00
WCSP8010 - Woman's Club of South Pasadena Total:			110.00
XXRF5010 - Xerox Financial Svcs Line Item Account			
205252	11/29/2018		
Inv	1382298		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/12/2018	Copier Lease Payment 11/10-12/09/18	101-2010-2032-8300-000	1,893.11
Inv 1382298 Total			1,893.11
205252 Total:			1,893.11

Check Number	Check Date		Amount
205284	12/06/2018		
Inv	1392809		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/06/2018	Mgmt. Svcs. Copier Lease Payment 11/06-12-05/2018	500-6010-6710-8000-000	273.17
Inv 1392809 Total			273.17
205284 Total:			<u>273.17</u>
XRXF5010 - Xerox Financial Svcs Total:			<u>2,166.28</u>
Total:			<u><u>833,767.43</u></u>

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: ealvarez
 Printed: 12/12/2018 - 1:31PM



Check Number	Check Date		Amount
ALC4018 - Alco Target Company Line Item Account			
205285	12/19/2018		
Inv	66451		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Miscellaneous Targets	101-4010-4011-8020-000	407.98
Inv 66451 Total			407.98
205285 Total:			407.98
ALC4018 - Alco Target Company Total:			407.98
ACMT2920 - All City Management Line Item Account			
205286	12/19/2018		
Inv	57769		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	School Crossing Guard Svcs. 11/4/18-11/17/18	101-4010-4011-8180-000	6,152.17
Inv 57769 Total			6,152.17
205286 Total:			6,152.17
ACMT2920 - All City Management Total:			6,152.17
ALL0197 - All Star Fire Equipment, Inc. Line Item Account			
205287	12/19/2018		
Inv	211711		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD Safety Equipment & Clothing	101-5010-5011-8134-000	917.06
Inv 211711 Total			917.06
Inv	211712		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD Saftey Clothing / Equipment	101-5010-5011-8134-000	646.05
Inv 211712 Total			646.05
205287 Total:			1,563.11

Check Number	Check Date		Amount
ALL0197 - All Star Fire Equipment, Inc. Total:			1,563.11
ARM6010 - Armorcast Products Co. Line Item Account			
205288	12/19/2018		
Inv	0196004-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	1" Water Meter Boxes	500-6010-6711-8020-000	4,471.34
Inv 0196004-IN Total			4,471.34
205288 Total:			4,471.34
ARM6010 - Armorcast Products Co. Total:			4,471.34
AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority Line Item Account			
205289	12/19/2018		
Inv	FY18-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	City Council Dues/ Memberships / Subscriptions	101-3010-3041-8060-000	3,995.00
Inv FY18-19 Total			3,995.00
205289 Total:			3,995.00
AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority Total:			3,995.00
SEBE5200 - Belowski, Sebastian Line Item Account			
205290	12/19/2018		
Inv	11.01.2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Permit Refund	101-0000-0000-5200-004	21.90
Inv 11.01.2018 Total			21.90
205290 Total:			21.90
SEBE5200 - Belowski, Sebastian Total:			21.90
CALS236 - CA Linen Services Line Item Account			
205291	12/19/2018		
Inv	1579559		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD Supplies	101-5010-5011-8020-000	121.35
Inv 1579559 Total			121.35

Check Number	Check Date		Amount
Inv 1581824			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2018	FD Supplies	101-5010-5011-8020-000	119.98
Inv 1581824 Total			119.98
205291 Total:			241.33
CAL5236 - CA Linen Services Total:			241.33
CPO4011 - CA Peace Officers Ass'n. Line Item Account			
205292	12/19/2018		
Inv 143840			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/03/2018	Membership Renewal - 2019 Chief Solinsky	101-4010-4011-8060-000	125.00
Inv 143840 Total			125.00
205292 Total:			125.00
CPO4011 - CA Peace Officers Ass'n. Total:			125.00
CAN0607 - Cantu Graphics Line Item Account			
205293	12/19/2018		
Inv 5413			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	Print Job - Fire & Inspection Form	101-5010-5011-8050-000	405.15
Inv 5413 Total			405.15
Inv 5414			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD - Print Job Violation Card (Pink)	101-5010-5011-8050-000	109.50
Inv 5414 Total			109.50
205293 Total:			514.65
CAN0607 - Cantu Graphics Total:			514.65
CAT0700 - Catering Systems Inc. Line Item Account			
205294	12/19/2018		
Inv 4825			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/03/2018	Sr. Center Meals w/ 8/27-8/31/18	260-8030-8023-8180-000	2,025.00
Inv 4825 Total			2,025.00

Check Number	Check Date	Amount
Inv 4894		
Line Item Date	Line Item Description	Line Item Account
11/12/2018	Sr. Center Meals w/ 11/5-11/9/18	260-8030-8023-8180-000
Inv 4894 Total		2,295.00
Inv 4912		
Line Item Date	Line Item Description	Line Item Account
11/23/2018	Sr. Center Meals w/ 11/19-11/21/18	260-8030-8023-8180-000
Inv 4912 Total		1,971.00
Inv 4920		
Line Item Date	Line Item Description	Line Item Account
12/01/2018	Sr. Center Meals w/ 11/26-11/30/18	260-8030-8023-8180-000
Inv 4920 Total		1,987.20
205294 Total:		8,278.20
CAT0700 - Catering Systems Inc. Total:		
CRIM4010 - Chaldez, Hector Line Item Account		
205295	12/19/2018	
Inv 191616557		
Line Item Date	Line Item Description	Line Item Account
12/01/2018	PD Productive Policing 11/18	101-4010-4011-8170-000
Inv 191616557 Total		2,080.00
Inv 191616558		
Line Item Date	Line Item Description	Line Item Account
12/01/2018	PD Productive Policing 10/18	101-4010-4011-8170-000
Inv 191616558 Total		2,080.00
205295 Total:		4,160.00
CRIM4010 - Chaldez, Hector Total:		
CSD16601 - Dept. of Industrial Relations Line Item Account		
205296	12/19/2018	
Inv E1597611 SB		
Line Item Date	Line Item Description	Line Item Account
10/30/2018	Conveyance Fees - Garfield Reservoir	500-6010-6711-8120-000
Inv E1597611 SB Total		225.00

Check Number	Check Date		Amount
205296 Total:			225.00
CSDI6601 - Dept. of Industrial Relations Total:			225.00
DIG0800 - Digital Telecommunications Corp Line Item Account			
205297	12/19/2018		
Inv	32944		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Emergency Operation & Disaster Preparation	101-5010-5012-8020-000	250.00
Inv 32944 Total			250.00
205297 Total:			250.00
DIG0800 - Digital Telecommunications Corp Total:			250.00
DOO0805 - Dooley Enterprises Inc Line Item Account			
205298	12/19/2018		
Inv	55939		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2018	Police Department Ammo.	101-4010-4011-8020-000	8,828.50
Inv 55939 Total			8,828.50
205298 Total:			8,828.50
DOO0805 - Dooley Enterprises Inc Total:			8,828.50
DGSI6010 - Duthie Generator Svc Inc. Line Item Account			
205299	12/19/2018		
Inv	A58946		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2018	Preventative Maintenance of Water Reservoir	500-6010-6711-8020-000	330.00
Inv A58946 Total			330.00
Inv	A58947		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2018	Generator Preventative Maint. Svcs	101-6010-6601-8120-000	300.00
Inv A58947 Total			300.00
Inv	A58986		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	Generator Preventative Maint. Svcs	101-6010-6601-8120-000	300.00
Inv A58986 Total			300.00

Check Number	Check Date		Amount
205299 Total:			930.00
DGS16010 - Duthie Generator Svc Inc. Total:			930.00
ECC9000 - E.C.Construction Line Item Account			
205300	12/19/2018		
Inv #6			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/14/2018	Grevelia Street Improvement Project	500-9000-9300-9300-000	6,000.00
11/14/2018	Grevelia Street Improvement Project	104-9000-9203-9203-000	12,447.70
Inv #6 Total			18,447.70
205300 Total:			18,447.70
ECC9000 - E.C.Construction Total:			18,447.70
EMAC2021 - Emerson & Associates Line Item Account			
205301	12/19/2018		
Inv Nov. 2018			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/10/2018	Transportation Planning & Professional Svcs. Nov. 2018	101-2010-2021-8170-000	5,000.00
Inv Nov. 2018 Total			5,000.00
205301 Total:			5,000.00
EMAC2021 - Emerson & Associates Total:			5,000.00
EURO6710 - Eurofins Eaton Analytical Line Item Account			
205302	12/19/2018		
Inv L0402085			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/23/2018	Lab Svcs	500-6010-6711-8170-000	127.00
Inv L0402085 Total			127.00
Inv L0402725			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/23/2018	Lab Svcs	500-6010-6711-8170-000	240.00
Inv L0402725 Total			240.00
Inv L0402756			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/23/2018	Lab Svcs	500-6010-6711-8170-000	350.00

Check Number	Check Date		Amount
		Inv L0402756 Total	350.00
		Inv L0403437	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/27/2018	Lab Svcs	500-6010-6711-8170-000	240.00
		Inv L0403437 Total	240.00
		Inv L0403695	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/28/2018	Lab Svcs	500-6010-6711-8170-000	127.00
		Inv L0403695 Total	127.00
		Inv L0404040	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2018	Lab Svcs	500-6010-6711-8170-000	60.00
		Inv L0404040 Total	60.00
		Inv L0404341	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2018	Lab Svcs	500-6010-6711-8170-000	60.00
		Inv L0404341 Total	60.00
		Inv L0405300	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2018	Lab Svcs	500-6010-6711-8170-000	127.00
		Inv L0405300 Total	127.00
		Inv L0405368	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/08/2018	Lab Svcs	500-6010-6711-8170-000	60.00
		Inv L0405368 Total	60.00
		Inv L0407273	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2018	Lab Svcs	500-6010-6711-8170-000	127.00
		Inv L0407273 Total	127.00
		Inv L0411157	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2018	Lab Svcs	500-6010-6711-8170-000	60.00
		Inv L0411157 Total	60.00

Check Number	Check Date		Amount
Inv	L0421308		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/06/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0421308 Total			60.00
Inv	L0421309		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/06/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0421309 Total			60.00
Inv	L0422088		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	Lab Svcs	500-6010-6711-8170-000	180.00
Inv L0422088 Total			180.00
Inv	L0422089		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	Lab Svcs	500-6010-6711-8170-000	20.00
Inv L0422089 Total			20.00
Inv	L0422670		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/18/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0422670 Total			60.00
Inv	L0422671		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0422671 Total			60.00
Inv	L0422673		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2018	Lab Svcs	500-6010-6711-8170-000	350.00
Inv L0422673 Total			350.00
Inv	L0422770		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2018	Lab Svcs	500-6010-6711-8170-000	6.00
Inv L0422770 Total			6.00
Inv	L0422801		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/20/2018	Lab Svcs	500-6010-6711-8170-000	127.00

Check Number	Check Date		Amount
Inv L0422801		Total	127.00
Inv L0423519			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0423519		Total	60.00
Inv L0423520			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Lab Svcs	500-6010-6711-8170-000	120.00
Inv L0423520		Total	120.00
Inv L0423521			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/19/2018	Lab Svcs	500-6010-6711-8170-000	60.00
Inv L0423521		Total	60.00
Inv L0423683			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Lab Svcs	500-6010-6711-8170-000	127.00
Inv L0423683		Total	127.00
205302 Total:			2,868.00
EURO6710 - Eurofins Eaton Analytical Total:			2,868.00
EIG1405 - Ewing Irrigation Glendale Line Item Account			
205303	12/19/2018		
Inv 6480675			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/06/2018	Citywide Supplies for Parks Irrigation & Landscape Supplies	215-6010-6416-8020-000	184.78
Inv 6480675		Total	184.78
205303 Total:			184.78
EIG1405 - Ewing Irrigation Glendale Total:			184.78
PHFO8032 - Fong, Phillip Line Item Account			
205304	12/19/2018		
Inv 11.16.18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Residential Rebate Acct # 0000994443-001467054	500-3010-3012-8032-000	100.00

Check Number	Check Date		Amount
Inv 11.16.18 Total			100.00
205304 Total:			100.00
PHFO8032 - Fong, Phillip Total:			100.00
THR5910 - George L.Throop Co. Line Item Account			
205305	12/19/2018		
Inv 01-771781-00			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Small Tools for Water Repair 11/21/18	500-6010-6710-8130-000	310.35
Inv 01-771781-00 Total			310.35
205305 Total:			310.35
THR5910 - George L.Throop Co. Total:			310.35
GRA6601 - Grainger Line Item Account			
205306	12/19/2018		
Inv 9952317239			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Street Light Photo Cell/Key Stamps	101-6010-6601-8020-000	27.73
11/01/2018	Street Light Photo Cell/Key Stamps	215-6010-6201-8020-000	17.88
Inv 9952317239 Total			45.61
205306 Total:			45.61
GRA6601 - Grainger Total:			45.61
GRE1270 - Greg's Automotive Services Line Item Account			
205307	12/19/2018		
Inv 13960			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	Unit # 19 Vehicle Maint.	500-6010-6710-8100-000	85.00
Inv 13960 Total			85.00
Inv 14023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/28/2018	Unit # 19 Vehicle Maint.	500-6010-6710-8100-000	91.98
Inv 14023 Total			91.98
205307 Total:			176.98

Check Number	Check Date		Amount
GRE1270 - Greg's Automotive Services Total:			176.98
HYBS8180 - Haynes Building Services LLC Line Item Account			
205308	12/19/2018		
Inv	37417		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	Day Porter Janitorial Services for Water Facility	500-6010-6711-8120-000	1,340.40
Inv 37417 Total			1,340.40
205308 Total:			1,340.40
HYBS8180 - Haynes Building Services LLC Total:			1,340.40
HDWS1400 - HD Supply Water Works Line Item Account			
205309	12/19/2018		
Inv	653460		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2018	Paint for Fire Hydrant Maint. / Brushes / Water Line Loc. Flags	500-6010-6710-8020-000	184.09
Inv 653460 Total			184.09
Inv	669755		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2018	Paint for Fire Hydrant Maint.	500-6010-6710-8020-000	334.85
Inv 669755 Total			334.85
205309 Total:			518.94
HDWS1400 - HD Supply Water Works Total:			518.94
INT6115 - Interstate Batteries Line Item Account			
205310	12/19/2018		
Inv	69709		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2018	Replace Batteries for Unit # 19	500-6010-6710-8100-000	121.40
Inv 69709 Total			121.40
205310 Total:			121.40
INT6115 - Interstate Batteries Total:			121.40
INCG6011 - Interwest Consulting Group Line Item Account			
205311	12/19/2018		

Check Number	Check Date		Amount
Inv 45006			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/05/2018	Professional Traffic Engineering Consulting Svcs FY 18-19	101-6010-6011-8170-000	112.50
Inv 45006 Total			112.50
205311 Total:			112.50
INCG6011 - Interwest Consulting Group Total:			112.50
JSAR4011 - Jack's Auto Repair Line Item Account			
205312	12/19/2018		
Inv 16143			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Repairs to unit # 1406: Removal and Replacement of Catalytic Con	101-4010-4011-8100-000	2,029.41
Inv 16143 Total			2,029.41
Inv 16154			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/05/2018	PD Unit # 1705 Oil / Filter Change	101-4010-4011-8100-000	70.95
Inv 16154 Total			70.95
205312 Total:			2,100.36
JSAR4011 - Jack's Auto Repair Total:			2,100.36
JHMS8020 - JHM Supply Line Item Account			
205313	12/19/2018		
Inv 112071/1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Garfield Park Irrigation	101-6010-6410-8180-000	76.20
Inv 112071/1 Total			76.20
Inv 112255/1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	Garfield Park Irrigation	101-6010-6410-8180-000	89.82
Inv 112255/1 Total			89.82
Inv 112276/1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Garfield Park Irrigation	101-6010-6410-8180-000	256.37
Inv 112276/1 Total			256.37

Check Number	Check Date		Amount
205313 Total:			422.39
JHMS8020 - JHM Supply Total:			422.39
KAJE8032 - Kale, Jennifer Line Item Account			
205314	12/19/2018		
Inv	11.30.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Residential Rebate - Act # 0000932475-001470904	500-3010-3012-8032-000	600.00
11/30/2018	Resid. Rebate for Drip Irrigation Acct # 0000932475-001470904	500-3010-3012-8032-000	59.91
Inv 11.30.18 Total			659.91
205314 Total:			659.91
KAJE8032 - Kale, Jennifer Total:			659.91
KNOX8030 - Knox Company Line Item Account			
205315	12/19/2018		
Inv	INV01553792		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Knox Box (3200) for Eddie Park House	101-8030-8031-8020-000	396.39
Inv INV01553792 Total			396.39
205315 Total:			396.39
KNOX8030 - Knox Company Total:			396.39
KOAC6010 - KOA Line Item Account			
205316	12/19/2018		
Inv	JB73058-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/27/2018	Engineering Design Svcs-Fair Oaks Ave. Traffic Signal	207-9000-9192-9192-000	1,300.00
Inv JB73058-14 Total			1,300.00
205316 Total:			1,300.00
KOAC6010 - KOA Total:			1,300.00
LTAP5500 - L.A.C. M. T. A. Line Item Account			
205317	12/19/2018		
Inv	102846		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Metro Pass Sales	205-8030-8024-8250-000	560.00

Check Number	Check Date		Amount
11/30/2018	Metro Pass Sales	205-0000-0000-5500-000	560.00
Inv 102846 Total			1,120.00
205317 Total:			1,120.00
LTAP5500 - L.A.C. M. T. A. Total:			1,120.00
CUR7778 - L.N. Curtis & Sons Line Item Account			
205318	12/19/2018		
Inv	INV235597		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	FD Saftey Clothing & Equipment	101-5010-5011-8134-000	754.13
Inv INV235597 Total			754.13
205318 Total:			754.13
CUR7778 - L.N. Curtis & Sons Total:			754.13
LDCR6410 - LandCare USA LLC Line Item Account			
205319	12/19/2018		
Inv	181644		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/26/2018	Monthly Landscape Svcs. 10/18	215-6010-6416-8180-000	3,682.69
10/26/2018	Monthly Landscape Svcs. 10/18	232-6010-6417-8180-000	1,593.92
10/26/2018	Monthly Landscape Svcs. 10/18	101-6010-6410-8180-000	18,536.85
10/26/2018	Monthly Landscape Svcs. 10/18	500-6010-6711-8180-000	1,567.17
Inv 181644 Total			25,380.63
205319 Total:			25,380.63
LDCR6410 - LandCare USA LLC Total:			25,380.63
MALA8032 - Lau, Marsha Line Item Account			
205320	12/19/2018		
Inv	11.16.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Residential Rebate for Act# 0000699884-001509484	500-3010-3012-8032-000	200.00
Inv 11.16.18 Total			200.00
205320 Total:			200.00
MALA8032 - Lau, Marsha Total:			200.00

Check Number	Check Date		Amount
LXNX4010 - LexisNexis Risk Solutions Line Item Account			
205321	12/19/2018		
Inv	C10021520181031		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/31/2018	PD Deskofficer Online Reporting System 10/1/18-9/30/19	101-4010-4011-8180-000	6,077.53
Inv C10021520181031 Total			6,077.53
205321 Total:			6,077.53
LXNX4010 - LexisNexis Risk Solutions Total:			6,077.53
LIFE822 - Life-Assist Inc. Line Item Account			
205322	12/19/2018		
Inv	888580		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	FD Medical Supplies	101-5010-5011-8025-000	861.50
Inv 888580 Total			861.50
205322 Total:			861.50
LIFE822 - Life-Assist Inc. Total:			861.50
THL12970 - Lin, Thomas Line Item Account			
205323	12/19/2018		
Inv	043009		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	Refund From Soils Report Review	101-0000-0000-2970-001	579.62
Inv 043009 Total			579.62
205323 Total:			579.62
THL12970 - Lin, Thomas Total:			579.62
LUNI111 - Lunnon, Joseph Line Item Account			
205324	12/19/2018		
Inv	11.30.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Remib. Training Class on 11/28-11/29/18	101-4010-4011-8200-000	62.87
Inv 11.30.18 Total			62.87
205324 Total:			62.87

Check Number	Check Date		Amount
LUN1111 - Lunnon, Joseph Total:			62.87
MAT5563 - Matt Chlor Inc Line Item Account			
205325	12/19/2018		
Inv	20853		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/13/2018	Parts Required to Install Test Port Chlorine Injection System	500-6010-6711-8020-000	234.67
Inv 20853 Total			234.67
Inv	20856		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/13/2018	Bulk Chlorine for Breakpoint Operations	500-6010-6711-8020-000	181.46
Inv 20856 Total			181.46
Inv	20857		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2018	Bulk Chlorine for Breakpoint Operations	500-6010-6711-8020-000	142.82
Inv 20857 Total			142.82
205325 Total:			558.95
MAT5563 - Matt Chlor Inc Total:			558.95
MER2145 - Merit Oil Company Line Item Account			
205326	12/19/2018		
Inv	487427		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Fuel For City Vehicles	101-2010-2011-8100-000	124.23
11/21/2018	Fuel For City Vehicles	101-6010-6011-8100-000	124.22
11/21/2018	Fuel For City Vehicles	101-5010-5011-8105-000	496.90
11/21/2018	Fuel For City Vehicles	101-4010-4011-8105-000	5,341.64
11/21/2018	Fuel For City Vehicles	101-7010-7011-8100-000	124.22
Inv 487427 Total			6,211.21
205326 Total:			6,211.21
MER2145 - Merit Oil Company Total:			6,211.21
MMV9126 - Mission Meridian Village POA Line Item Account			
205327	12/19/2018		
Inv	COM001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	POA Dues-Hospital	226-2010-2029-8060-000	804.13
Inv COM001 Total			804.13

Check Number	Check Date		Amount
Inv	COM002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	POA Dues-Parking	226-2010-2029-8060-000	1,730.17
Inv COM002 Total			1,730.17
205327 Total:			2,534.30
MMV9126 - Mission Meridian Village POA Total:			2,534.30
MOTO4018 - Motorola Line Item Account			
205328	12/19/2018		
Inv	16023501		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2018	FD APX 8000 HXE Portable Radios for EOC Subscriber	101-5010-5012-8020-000	103,008.54
Inv 16023501 Total			103,008.54
205328 Total:			103,008.54
MOTO4018 - Motorola Total:			103,008.54
NTNK2013 - National Testing Network Line Item Account			
205329	12/19/2018		
Inv	5353		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/12/2018	Annual Renewal - NTN Membership For Fire Team	101-5010-5011-8020-000	250.00
11/12/2018	Annual Renewal - NTN Membership For Fire Team	101-2010-2013-8170-000	250.00
Inv 5353 Total			500.00
205329 Total:			500.00
NTNK2013 - National Testing Network Total:			500.00
NNYR2013 - Nelson Nygaard Consult. Assoc. Line Item Account			
205330	12/19/2018		
Inv	73768		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/26/2018	Professional Svcs. 9/29/10/26/18	101-2010-2021-8170-000	6,537.09
Inv 73768 Total			6,537.09
205330 Total:			6,537.09

NNYR2013 - Nelson Nygaard Consult. Assoc. Total:

6,537.09

OTCB8032 - OTC Brands, Inc. Line Item Account
 205331 12/19/2018

Inv 693110449-01

Line Item Date	Line Item Description	Line Item Account
11/15/2018	Event Supplies & Decorations Breakfast w/ Santa	101-8030-8032-8264-000

326.29

Inv 693110449-01 Total

326.29

Inv 693229494-01

Line Item Date	Line Item Description	Line Item Account
11/21/2018	Event Supplies for the Employee Holiday Luncheon	101-2010-2013-8020-000

160.95

Inv 693229494-01 Total

160.95

205331 Total:

487.24

OTCB8032 - OTC Brands, Inc. Total:

487.24

PHS4011 - Pasadena Humane Society Line Item Account
 205332 12/19/2018

Inv DEC2018SoPas

Line Item Date	Line Item Description	Line Item Account
12/04/2018	PD Animal Control Svcs. 12/18	101-4010-4011-8180-000

10,428.25

Inv DEC2018SoPas Total

10,428.25

205332 Total:

10,428.25

PHS4011 - Pasadena Humane Society Total:

10,428.25

PBGF8031 - Pliney Bowes Global Fin. Svc LLC Line Item Account
 205333 12/19/2018

Inv 3102661382

Line Item Date	Line Item Description	Line Item Account
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-2010-2021-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-4010-4011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-0000-0000-5255-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-7010-7011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-1020-1021-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-5010-5011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-1010-1011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-3010-3011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-6010-6011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-2010-2011-8010-000
12/01/2018	Postage Meter Lease 12/30/18-3/29/18	101-2010-2013-8010-000

Inv 3102661382 Total

971.01

205333 Total:	971.01
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PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total:	971.01
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PIT8031 - Pitney Bowes-Reserve Account Line Item Account

205334 12/19/2018

Inv 34133033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Reimb. Postage Stamps	101-5010-5011-8010-000	196.85
10/11/2018	Reimb. Postage Stamps	101-2010-2011-8010-000	5.23
10/11/2018	Reimb. Postage Stamps	101-1020-1021-8010-000	2.84
10/11/2018	Reimb. Postage Stamps	101-7010-7011-8010-000	266.18
10/11/2018	Reimb. Postage Stamps	101-0000-0000-5255-000	260.00
10/11/2018	Reimb. Postage Stamps	101-6010-6011-8010-000	73.15
10/11/2018	Reimb. Postage Stamps	101-2010-2021-8010-000	139.12
10/11/2018	Reimb. Postage Stamps	101-4010-4011-8010-000	909.79
10/11/2018	Reimb. Postage Stamps	101-2010-2013-8010-000	5.17
10/11/2018	Reimb. Postage Stamps	500-3010-3012-8010-000	24.91
10/11/2018	Reimb. Postage Stamps	101-3010-3011-8010-000	271.04

Inv 34133033 Total	2,154.28
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205334 Total:	2,154.28
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PIT8031 - Pitney Bowes-Reserve Account Total:	2,154.28
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PEDS6010 - Prime Electric Distributors Line Item Account

205335 12/19/2018

Inv S1380827.001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Street Lighting Contactor 30 amp	215-6010-6201-8020-000	107.31

Inv S1380827.001 Total	107.31
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205335 Total:	107.31
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PEDS6010 - Prime Electric Distributors Total:	107.31
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POSU8132 - Prudential Overall Supply Line Item Account

205336 12/19/2018

Inv 52189645

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/13/2018	Uniform Svcs for the Public Works Staff	500-6010-6711-8132-000	28.82
11/13/2018	Uniform Svcs for the Public Works Staff	500-6010-6710-8132-000	40.93

Inv 52189645 Total	69.75
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Check Number	Check Date		Amount
205336 Total:			69.75
POSU8132 - Prudential Overall Supply Total:			69.75
RGWA2980 - Rangwala Associates Line Item Account			
205337	12/19/2018		
Inv	1620		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Consulting Svcs - General Plan/DTSP	101-0000-0000-3085-000	8,316.00
Inv 1620 Total			8,316.00
205337 Total:			8,316.00
RGWA2980 - Rangwala Associates Total:			8,316.00
RIPU8540 - Roadline Products Inc. USA Line Item Account			
205338	12/19/2018		
Inv	14591		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/02/2018	New Signage for the Mission Meridian Parking Garage	226-2010-2029-8020-000	1,499.02
Inv 14591 Total			1,499.02
205338 Total:			1,499.02
RIPU8540 - Roadline Products Inc. USA Total:			1,499.02
SGB3223 - San Gabriel Basin Water Quality Authority Line Item Account			
205339	12/19/2018		
Inv	0004371-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Assesment on Prescriptive Pumping Rights FY18-19	500-6010-6711-8170-000	17,838.50
Inv 0004371-IN Total			17,838.50
205339 Total:			17,838.50
SGB3223 - San Gabriel Basin Water Quality Authority Total:			17,838.50
SGVMC111 - San Gabriel Valley Medical Center Line Item Account			
205340	12/19/2018		
Inv	827153		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/13/2018	PD Blood Alcohol w/Drawl - Edward Garcia	101-4010-4011-8170-000	48.00

Check Number	Check Date		Amount
Inv 827153	Total		48.00
205340 Total:			48.00
SGVMC111 - San Gabriel Valley Medical Center Total:			48.00
SAN4958 - San Marino Security System Line Item Account			
205341	12/19/2018		
Inv	00116643		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Garfield Reservoir Fire Alarm Monitoring Fee	500-6010-6710-8020-000	178.00
Inv 00116643	Total		178.00
205341 Total:			178.00
SAN4958 - San Marino Security System Total:			178.00
WLST8267 - Shuttic, William Line Item Account			
205342	12/19/2018		
Inv	Dec 2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/04/2018	Instructional Fitness Class December 2018	101-8030-8021-8267-000	600.00
Inv Dec 2018	Total		600.00
205342 Total:			600.00
WLST8267 - Shuttic, William Total:			600.00
SOU5011 - South Coast Line Item Account			
205343	12/19/2018		
Inv	491991		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2018	Vehicle Maintenance - Engine 81	101-5010-5011-8100-000	839.79
Inv 491991	Total		839.79
205343 Total:			839.79
SOU5011 - South Coast Total:			839.79
SPAC2920 - South Pasadena Arts Council Line Item Account			
205344	12/19/2018		
Inv	0000002		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
12/05/2018	Invoice #2 for City Hall Gallery Oct-Nov'18	101-2010-2011-8170-000	4,457.23
	Inv 0000002 Total		4,457.23
205344 Total:			4,457.23
SPAC2920 - South Pasadena Arts Council Total:			4,457.23
MON3111 - Stantec Consulting Svcs Inc. Line Item Account			
205345	12/19/2018		
	Inv 1436475		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2018	Grave Reservoir Project Drawing Svcs	500-9000-9244-9244-000	790.00
	Inv 1436475 Total		790.00
205345 Total:			790.00
MON3111 - Stantec Consulting Svcs Inc. Total:			790.00
SAST8032 - Stanton, Sandy Line Item Account			
205346	12/19/2018		
	Inv 11.30.18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2018	Resid. Reimbr. Drought Tolerant Plants Act# 0000700340-00151404	500-3010-3012-8032-000	600.00
11/30/2018	Resid. Reimbr. Drip Irrigation Act # 0000700340-001514044	500-3010-3012-8032-000	150.00
11/30/2018	Resid. Reimbr. for Turf Act# 0000700340-001514044	500-3010-3012-8032-000	1,500.00
	Inv 11.30.18 Total		2,250.00
205346 Total:			2,250.00
SAST8032 - Stanton, Sandy Total:			2,250.00
STA5219 - Staples Business Advantage Line Item Account			
205347	12/19/2018		
	Inv 3394033617		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	PW Office Supplies	500-6010-6711-8000-000	65.69
	Inv 3394033617 Total		65.69
	Inv 3394268690		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/26/2018	PW Office Supplies	500-6010-6711-8000-000	1.97
10/26/2018	PW Office Supplies	210-6010-6501-8000-000	1.93
10/26/2018	PW Office Supplies	101-6010-6601-8020-000	15.18
10/26/2018	PW Office Supplies	210-6010-6501-8020-000	15.18

Check Number	Check Date		Amount
10/26/2018	PW Office Supplies	500-6010-6711-8020-000	15.18
10/26/2018	PW Office Supplies	215-6010-6201-8020-000	15.18
10/26/2018	PW Office Supplies	500-6010-6710-8020-000	15.18
10/26/2018	PW Office Supplies	101-6010-6601-8000-000	1.93
10/26/2018	PW Office Supplies	101-6010-6410-8000-000	1.93
10/26/2018	PW Office Supplies	230-6010-6116-8000-000	1.93
10/26/2018	PW Office Supplies	230-6010-6116-8020-000	15.18
10/26/2018	PW Office Supplies	215-6010-6201-8000-000	1.93
10/26/2018	PW Office Supplies	215-6010-6310-8000-000	1.93
10/26/2018	PW Office Supplies	101-6010-6410-8020-000	15.18
10/26/2018	PW Office Supplies	215-6010-6310-8020-000	15.18
10/26/2018	PW Office Supplies	500-6010-6710-8000-000	1.93
Inv 3394268690 Total			136.92
Inv 3394268691			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/26/2018	PW Office Supplies	101-6010-6011-8000-000	185.08
Inv 3394268691 Total			185.08
Inv 3394591016			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/29/2018	PW Office Supplies	101-6010-6011-8000-000	5.46
Inv 3394591016 Total			5.46
Inv 3394591017			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/29/2018	PW Office Supplies	101-6010-6011-8000-000	112.77
Inv 3394591017 Total			112.77
Inv 3395814037			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/07/2018	PW Office Supplies	500-6010-6710-8000-000	21.09
11/07/2018	PW Office Supplies	210-6010-6501-8000-000	29.65
Inv 3395814037 Total			50.74
Inv 3395887661			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/08/2018	PW Office Supplies	500-6010-6711-8000-000	156.02
11/08/2018	PW Office Supplies	500-6010-6710-8000-000	156.02
Inv 3395887661 Total			312.04
Inv 3395964823			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/09/2018	CS Office Supplies	101-8030-8021-8000-000	79.80
11/09/2018	CS Office Supplies	101-8030-8021-8000-000	92.91
Inv 3395964823 Total			172.71

Inv	3396559690						
<u>Line Item Date</u>	11/16/2018	<u>Line Item Description</u>	P & B Office Supplies	<u>Line Item Account</u>	101-7010-7011-8000-000		342.22
<u>Inv 3396559690 Total</u>							342.22
Inv	3396559691						
<u>Line Item Date</u>	11/16/2018	<u>Line Item Description</u>	CS Office Supplies	<u>Line Item Account</u>	101-8030-8021-8000-000		144.96
<u>Inv 3396559691 Total</u>							144.96
Inv	3396763617						
<u>Line Item Date</u>	11/17/2018	<u>Line Item Description</u>	PD Office Supplies	<u>Line Item Account</u>	101-4010-4011-8020-000		262.62
<u>Inv 3396763617 Total</u>							262.62
Inv	3396763619						
<u>Line Item Date</u>	11/17/2018	<u>Line Item Description</u>	PD Office Supplies	<u>Line Item Account</u>	101-4010-4011-8000-000		832.64
<u>Inv 3396763619 Total</u>							832.64
Inv	3396848237						
<u>Line Item Date</u>	11/18/2018	<u>Line Item Description</u>	PD Office Supplies	<u>Line Item Account</u>	101-4010-4011-8020-000		262.75
<u>Inv 3396848237 Total</u>							262.75
Inv	3396959389						
<u>Line Item Date</u>	11/21/2018	<u>Line Item Description</u>	FD Office Supplies	<u>Line Item Account</u>	101-5010-5011-8000-000		14.01
<u>Inv 3396959389 Total</u>							14.01
Inv	3397018694						
<u>Line Item Date</u>	11/22/2018	<u>Line Item Description</u>	PD Office Supplies	<u>Line Item Account</u>	101-4010-4011-8000-000		277.21
<u>Inv 3397018694 Total</u>							277.21
Inv	3397451823						
<u>Line Item Date</u>	11/29/2018	<u>Line Item Description</u>	FD Office Supplies	<u>Line Item Account</u>	101-5010-5012-8020-000		29.23
<u>Inv 3397451823 Total</u>							29.23
<u>Line Item Date</u>		<u>Line Item Description</u>		<u>Line Item Account</u>			

Check Number	Check Date		Amount
11/29/2018	FD Office Supplies	101-5010-5011-8000-000	39.50
Inv 3397451824 Total			39.50
Inv 3397451825			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	FD Office Supplies	101-5010-5011-8000-000	94.02
11/21/2018	FD Office Supplies	101-5010-5011-8000-000	21.85
Inv 3397451825 Total			115.87
205347 Total:			3,362.42
STA5219 - Staples Business Advantage Total:			3,362.42
SUN8556 - Sun Badge Company Line Item Account			
205348	12/19/2018		
Inv 385528			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2018	Assorted Shapshooter Pins & Medals	101-4010-4011-8020-000	1,633.56
Inv 385528 Total			1,633.56
205348 Total:			1,633.56
SUN8556 - Sun Badge Company Total:			1,633.56
SPWS8020 - SupplyWorks Line Item Account			
205349	12/19/2018		
Inv 454392960			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/10/2018	PW Park Maintenance & City Supplies	101-6010-6601-8020-000	724.35
09/10/2018	PW Park Maintenance & City Supplies	232-6010-6417-8020-000	724.35
Inv 454392960 Total			1,448.70
205349 Total:			1,448.70
SPWS8020 - SupplyWorks Total:			1,448.70
TAEV9224 - Total Access Elevator Inc. Line Item Account			
205350	12/19/2018		
Inv 33857			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Elevator Monthly Maintenance Inspection 11/18	101-6010-6601-8120-000	582.75
Inv 33857 Total			582.75

Check Number	Check Date		Amount
205350 Total:			582.75
TAEV9224 - Total Access Elevator Inc. Total:			582.75
TRA5998 - Transtech Engineers Inc. Line Item Account			
205351	12/19/2018		
Inv	20182748		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Plan Check Svcs. from 9/1-9/30/18	101-7010-7011-8180-000	18,066.70
Inv 20182748 Total			18,066.70
Inv	20182749		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Building Div. Svcs. from 9/1-9/30/18	101-7010-7011-8180-000	16,192.20
Inv 20182749 Total			16,192.20
205351 Total:			34,258.90
TRA5998 - Transtech Engineers Inc. Total:			34,258.90
UND6710 - Underground Service Alert Line Item Account			
205352	12/19/2018		
Inv	1020180693		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2018	Underground Services Alert (145) - October 2018	500-6010-6710-8020-000	249.25
Inv 1020180693 Total			249.25
205352 Total:			249.25
UND6710 - Underground Service Alert Total:			249.25
POR4707 - United Site Services, Inc. Line Item Account			
205353	12/19/2018		
Inv	114-7678485		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/23/2018	Portable Toilet Svcs. Skate Park 11/6-12/3/18	101-8030-8032-8180-000	318.67
Inv 114-7678485 Total			318.67
205353 Total:			318.67
POR4707 - United Site Services, Inc. Total:			318.67

Check Number Check Date

Amount

VEWI8020 - Vision Electric Wholesale Inc. Line Item Account

205354	12/19/2018			
Inv	32993			
Line Item Date	Line Item Description	Line Item Account		
12/19/2018	City Wide Street Electrical Receptacles & Repairs	215-6010-6201-8020-000		92.91
Inv	32993 Total			92.91

205354 Total:

92.91

VEWI8020 - Vision Electric Wholesale Inc. Total:

92.91

VORT6116 - Vortex Industries, Inc Line Item Account

205355	12/19/2018			
Inv	03-1283251			
Line Item Date	Line Item Description	Line Item Account		
10/25/2018	Repair Fire Dept. Door # 6	101-6010-6601-8120-000		1,358.36
Inv	03-1283251 Total			1,358.36

205355 Total:

1,358.36

VORT6116 - Vortex Industries, Inc Total:

1,358.36

VUL6601 - Vulcan Materials Co. & Affiliates Line Item Account

205356	12/19/2018			
Inv	72026031			
Line Item Date	Line Item Description	Line Item Account		
11/19/2018	Cold Mix, Crushed Aggregate Base & Concrete Sand	230-6010-6116-8020-000		996.94
Inv	72026031 Total			996.94

205356 Total:

996.94

VUL6601 - Vulcan Materials Co. & Affiliates Total:

996.94

ANWD6410 - Ward, Andrew Line Item Account

205357	12/19/2018			
Inv	11.15.18			
Line Item Date	Line Item Description	Line Item Account		
11/15/2018	Humane Live Bee Removal / Inspections	101-6010-6410-8180-000		250.00
Inv	11.15.18 Total			250.00

205357 Total:

250.00

Check Number	Check Date		Amount
ANWD6410 - Ward, Andrew Total:			250.00
WES4152 - West Coast Arborists, Inc. Line Item Account			
205358	12/19/2018		
Inv	142484		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/15/2018	Tree Removal & Planning 11/1-11/15/18	215-6010-6310-9181-000	9,150.00
11/15/2018	Tree Removal & Crew Rental 11/1-11/15/18	215-6010-6310-9181-000	7,096.00
11/15/2018	Grid Pruning 11/1-11/15/18	215-6010-6310-8180-000	24,320.00
Inv 142484 Total			40,566.00
205358 Total:			40,566.00
WES4152 - West Coast Arborists, Inc. Total:			40,566.00
Total:			364,809.10

ATTACHMENT 4
Payroll 11-30-18

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 11.30.18

Account Number	Account Name	12.19.18
101-0000-0000-1010-000	General Fund - Payroll cash	645,409.88
	Other Withholding Payables	\$ 358,974.14
101-0000-0000-1010-000	Net General Fund - Payroll Cash	<u>286,435.74</u>
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	7,787.65
207-0000-0000-1010-000	Prop C - Payroll Cash	6,312.49
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,933.74
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	6,876.48
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	17,565.87
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	-
500-0000-0000-1010-000	Water Fund - Payroll Cash	53,907.29
700-0000-0000-2210-000	Internal Revenue Service	60,897.56
700-0000-0000-2220-000	Employment Development Dept.	23,971.25
700-0000-0000-2230-000	Internal Revenue Service	17,708.78
700-0000-0000-2240-000	PERS Pension	97,216.87
700-0000-0000-2260-000	Deferred Comp - Empower	14,581.70
700-0000-0000-2262-000	PERS Health - Actives	
101-3011-3041-7131-000	PERS Health - Retirees	
Total Checks & Direct Deposits		<u>605,195.42</u>
Checks		16,516.50
Direct Deposits		374,302.76
I.R.S Payments		78,606.34
E.D.D. - State of CA		23,971.25
PERS Pension		97,216.87
Deferred Comp - Empower		14,581.70
PERS Health		
		<u>605,195.42</u>
To 700		733,276.90
Other PR Payable		358,974.14
ACH Payable		<u>374,302.76</u>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 12.19.18

<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

\$ -

Marina Khubesrian M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



Craig Koehler, Agency Treasurer

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City Council Agenda Report

ITEM NO. 12

DATE: December 19, 2018
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Craig Koehler, Finance Director 
SUBJECT: **Monthly Investment Reports for September 2018 and October 2018**

Recommendation

It is recommended that the City Council receive and file the monthly investment reports for September 2018 and October 2018.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

There were no significant changes in the City of South Pasadena's (City) investments from the prior months. The amounts shown for the 2016 Water Revenue Bonds Escrow Fund are for information only. Since these funds are not accessible to the City or available for City use, they are no longer being included as part of the City's total investments.

Background

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

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7476. A copy of the Resolution is available at the City Clerk's Office.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Public Notification of Agenda Item

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

Attachments:

1. City Investment Reports for September 2018
2. City Investment Reports for October 2018

ATTACHMENT 1
Monthly Investment Reports for September 2018

Exhibit A

City of South Pasadena

INVESTMENT REPORT
September 30, 2018

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	2.063%	47.14%	14,883,952.32	14,883,952.32
SUBTOTAL			47.14%	<u>14,883,952.32</u>	<u>14,883,952.32</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.55%	38.89%	12,277,445.91	12,014,159.41
Corporate Bonds	See Exhibit B-1	2.64%	13.97%	<u>4,410,105.45</u>	<u>4,321,056.53</u>
SUBTOTAL			52.86%	<u>16,687,551.36</u>	<u>16,335,215.94</u>
TOTAL INVESTMENTS			100.00%	<u>\$31,571,503.68</u>	<u>\$31,219,168.26</u>

2016 WATER REVENUE BONDS ESCROW FUND **

** Information Only - Funds held in escrow are managed solely by the 2016 Bond Trustees. The funds are not accessible by the City and not available for City use. They are, therefore, not included in the Total Investments.

Wells Fargo Govt. Securities	See Exhibit B-2	1.735%		42,122,000.00	41,759,677.28
Wells Fargo Uninvested Cash Balance				1,131.27	1,131.27

BANK ACCOUNTS:

Bank of the West Account Balance:	\$1,801,474.48
Morgan Stanley Uninvested Cash Balance:	\$62,976.72
Morgan Stanley Unsettled Transactions	\$0.00
BNY Mellon Uninvested Cash Balance	\$153,575.63

Required Disclosures:

Average weighted maturity of the portfolio 344 DAYS

Average weighted total yield to maturity of the portfolio 1.944%

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

All investments are in conformity with the City Investment Policy.

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

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
September 30, 2018

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
1 Gov'l. Securities	U.S. Treasury Bill	912796QB8	550,000.00	99.839	549,115.60	549,906.50	-	790.90
2 Gov'l. Securities	U.S. Treasury Note	912828ST8	413,000.00	100.028	413,117.31	410,146.17	1.260%	(2,971.14)
3 Gov'l. Securities	U.S. Treasury Note	912828G95	822,000.00	100.151	823,237.78	811,018.08	1.640%	(12,219.70)
4 Gov'l. Securities	U.S. Treasury Note	912828G95	164,000.00	99.781	163,641.33	161,808.96	1.640%	(1,832.37)
5 Gov'l. Securities	U.S. Treasury Note	912828H52	259,000.00	98.451	255,013.73	253,983.17	1.270%	(1,030.56)
6 Gov'l. Securities	U.S. Treasury Note	912828H52	35,000.00	99.566	34,848.24	34,322.05	1.270%	(526.19)
7 Gov'l. Securities	U.S. Treasury Note	912828H52	15,000.00	99.914	14,987.12	14,709.45	1.270%	(277.67)
8 Gov'l. Securities	U.S. Treasury Note	912828H52	97,000.00	100.422	97,409.19	95,121.11	1.270%	(2,288.08)
9 Gov'l. Securities	U.S. Treasury Note	912828L32	250,000.00	98.641	246,601.50	243,300.00	1.410%	(3,301.50)
10 Gov'l. Securities	U.S. Treasury Note	912828L32	74,000.00	100.663	74,490.93	72,016.80	1.410%	(2,474.13)
11 Gov'l. Securities	U.S. Treasury Note	912828L32	329,000.00	100.659	331,166.70	320,182.80	1.410%	(10,983.90)
12 Gov'l. Securities	U.S. Treasury Note	912828N89	498,000.00	99.469	495,354.62	481,406.64	1.420%	(13,947.98)
13 Gov'l. Securities	U.S. Treasury Note	912828N89	150,000.00	100.662	150,992.29	145,002.00	1.420%	(5,990.29)
14 Gov'l. Securities	U.S. Treasury Note	912828N89	280,000.00	100.679	281,900.35	270,670.40	1.420%	(11,229.95)
15 Gov'l. Securities	U.S. Treasury Note	912828B90	736,000.00	100.426	739,134.13	721,250.56	2.030%	(17,883.57)
16 Gov'l. Securities	U.S. Treasury Note	912828F96	494,000.00	100.243	495,201.09	481,091.78	2.050%	(14,109.31)
17 Gov'l. Securities	U.S. Treasury Note	912828WZ9	494,000.00	99.883	493,421.03	474,531.46	1.810%	(18,889.57)
18 Gov'l. Securities	U.S. Treasury Note	9128282P4	413,000.00	99.816	412,241.73	397,367.95	1.940%	(14,873.78)
19 Gov'l. Securities	U.S. Treasury Note	9128282P4	579,000.00	99.211	574,431.11	557,084.85	1.940%	(17,346.26)
20 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADK2	309,000.00	100.027	309,083.85	305,622.63	1.260%	(3,461.22)
21 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADK2	309,000.00	100.231	309,712.96	305,622.63	1.260%	(4,090.33)
22 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADK2	20,000.00	100.371	20,074.29	19,781.40	1.260%	(292.89)
23 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADK2	345,000.00	100.227	345,782.35	341,229.15	1.260%	(4,553.20)
24 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADM8	480,000.00	100.289	481,386.34	473,385.60	1.260%	(8,000.74)
25 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADR7	500,000.00	100.512	502,559.62	489,110.00	1.400%	(13,449.62)
26 Gov'l. Securities	Fed. Home Loan Mig. Corp.	3137EADB2	360,000.00	101.377	364,955.96	353,782.80	2.410%	(11,173.16)
27 Gov'l. Securities	Fed. Home Loan Mig. Corp. Med. Term Note	3137EADB2	326,000.00	101.870	332,097.11	320,369.98	2.410%	(11,727.13)
28 Gov'l. Securities	Fed. Home Loan Bank	3130A8QS5	665,000.00	99.305	660,378.25	634,110.75	1.180%	(26,267.50)
29 Gov'l. Securities	Fed. National Mig. Assn.	3135G0YT4	231,000.00	100.014	231,031.39	230,782.86	0.810%	(248.53)
30 Gov'l. Securities	Fed. National Mig. Assn.	3135G0YT4	30,000.00	100.081	30,024.35	29,971.80	0.810%	(52.55)
31 Gov'l. Securities	Fed. National Mig. Assn.	3135G0YT4	13,000.00	100.096	13,012.51	12,987.78	0.810%	(24.73)
32 Gov'l. Securities	Fed. National Mig. Assn.	3135G0YT4	90,000.00	100.146	90,131.73	89,915.40	0.810%	(216.33)
33 Gov'l. Securities	Fed. National Mig. Assn.	3135G0ZA4	630,000.00	100.117	630,734.46	628,809.30	1.870%	(1,925.16)
34 Gov'l. Securities	Fed. National Mig. Assn.	3135G0ZA4	19,000.00	100.261	19,049.57	18,964.09	1.870%	(85.48)
35 Gov'l. Securities	Fed. National Mig. Assn.	3135G0ZA4	13,000.00	100.297	13,038.62	12,975.43	1.870%	(63.19)
36 Gov'l. Securities	Fed. National Mig. Assn.	3135G0ZA4	200,000.00	100.442	200,884.27	199,622.00	1.870%	(1,262.27)
37 Gov'l. Securities	Fed. National Mig. Assn.	3135G0ZA4	100,000.00	100.354	100,354.48	99,811.00	1.870%	(543.48)
38 Gov'l. Securities	Fed. National Mig. Assn.	3135G0A78	568,000.00	100.046	568,261.41	559,917.36	1.640%	(8,344.05)
39 Gov'l. Securities	Fed. National Mig. Assn.	3135G0H55	401,000.00	101.892	408,586.61	392,466.72	1.910%	(16,119.89)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
September 30, 2018

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
79 Corporate Bond	United Health Group Inc.	91324PCM2	53,000.00	100.823	53,435.93	52,666.63	2.710%	(769.30)
80 Corporate Bond	United Health Group Inc.	91324PCM2	7,000.00	100.954	7,066.78	6,955.97	2.710%	(110.81)
81 Corporate Bond	United Health Group Inc.	91324PCM2	18,000.00	101.894	18,340.92	17,886.78	2.710%	(454.14)
82 Corporate Bond	United Health Group Inc.	91324PCM2	42,000.00	101.475	42,619.49	41,735.82	2.710%	(883.67)
83 Corporate Bond	Intel Corp.	458140AQ3	56,000.00	100.459	56,257.15	55,570.48	2.460%	(686.67)
84 Corporate Bond	Intel Corp.	458140AQ3	3,000.00	100.609	3,018.28	2,976.99	2.460%	(41.29)
85 Corporate Bond	Intel Corp.	458140AQ3	20,000.00	101.577	20,315.37	19,846.60	2.460%	(468.77)
86 Corporate Bond	Slate Street Corp.	857477AS2	54,000.00	101.605	54,866.53	53,583.66	2.570%	(1,282.87)
87 Corporate Bond	Slate Street Corp.	857477AS2	24,000.00	101.657	24,397.62	23,814.96	2.570%	(582.66)
88 Corporate Bond	The Walt Disney Co.	25468PDE3	60,000.00	100.300	60,179.99	58,950.60	2.190%	(1,229.39)
89 Corporate Bond	The Walt Disney Co.	25468PDE3	20,000.00	101.665	20,333.02	19,650.20	2.190%	(682.82)
90 Corporate Bond	Bank of America	06051GFT1	163,000.00	100.628	164,022.90	161,030.96	2.650%	(2,991.94)
91 Corporate Bond	Coca-Cola Co.	191216BT6	62,000.00	100.650	62,402.86	60,632.90	1.910%	(1,769.96)
92 Corporate Bond	Coca-Cola Co.	191216BT6	19,000.00	100.946	19,179.69	18,581.05	1.910%	(598.64)
93 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	61,000.00	100.957	61,583.99	59,890.41	2.340%	(1,693.58)
94 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	62,000.00	100.729	62,451.69	60,872.22	2.340%	(1,579.47)
95 Corporate Bond	Johnson & Johnson	478160CH5	83,000.00	100.098	83,081.38	81,322.57	1.980%	(1,758.81)
96 Corporate Bond	Chevron Corp. (Callable)	166764AY6	55,000.00	101.310	55,720.77	54,341.10	2.440%	(1,379.67)
97 Corporate Bond	Chevron Corp. (Callable)	166764AY6	25,000.00	101.428	25,356.88	24,700.50	2.440%	(656.38)
98 Corporate Bond	VISA	92826CAA0	162,000.00	100.463	162,750.05	159,197.40	2.230%	(3,552.65)
99 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	109,000.00	106.453	116,033.97	112,304.88	4.480%	(3,729.09)
100 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	34,000.00	106.590	36,240.51	35,030.88	4.480%	(1,209.63)
101 Corporate Bond	Occidental Petroleum Corp. (Callable)	674599BY0	75,000.00	104.434	78,325.80	76,315.50	4.010%	(2,010.30)
102 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	162,000.00	101.237	164,004.74	158,781.06	2.260%	(5,223.68)
103 Corporate Bond	JPMorgan Chase	46625HHZ6	151,000.00	105.959	159,997.66	155,756.50	4.470%	(4,241.16)
104 Corporate Bond	3M Co. (Callable)	88579YAU5	65,000.00	100.074	65,048.31	62,097.10	1.700%	(2,951.21)
105 Corporate Bond	3M Co. (Callable)	88579YAU5	17,000.00	99.207	16,865.19	16,240.78	1.700%	(624.41)
106 Corporate Bond	MasterCard, Inc.	57636QAF1	164,000.00	99.249	162,768.36	158,509.28	2.060%	(4,259.08)
107 Corporate Bond	Microsoft Corp.	594918BA1	82,000.00	100.900	82,737.94	80,061.52	2.430%	(2,676.42)
108 Corporate Bond	American Express Credit (Callable)	0258M0EG0	162,000.00	101.606	164,601.22	157,841.46	2.760%	(6,759.76)
109 Corporate Bond	Burlington North Santa Fe (Callable)	12189LAH4	79,000.00	102.985	81,358.04	78,164.18	3.070%	(3,193.86)
110 Corporate Bond	Apple Inc.	037833BF6	160,000.00	102.092	163,346.44	157,254.40	2.740%	(6,092.04)
111 Corporate Bond	Oracle Corp.	68389XBB0	81,000.00	101.286	82,041.89	78,837.30	2.560%	(3,204.59)
Subtotal Corporate Bonds						4,321,056.53	2.637%	(89,048.92)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
September 30, 2018

Morgan Stanley Investments	Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
	Money Market	Liquid Asset Fund		-	-	-	62,976.72	0.010%	
	Uninvested Cash			-				0.010%	
	Subtotal Cash & Cash Equivalents								
				16,606,000.00	16,687,551.36	16,398,192.66	1.828%		16,335,215.94
	Grand Totals								
	Unsettled Transactions								
	Subtotal Unsettled Transactions								
				-	-	-	-	-	-
	Totals incl. Unsettled Transactions								
				16,606,000.00	16,687,551.36	16,398,192.66			(352,335.42)
	Totals per Bank Statement								
				16,606,000.00	16,687,551.36	16,398,192.66			(352,335.42)

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
September 30, 2018

2016 Water Revenue Bonds									
Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
BNY Mellon Project Fund									
1	Cash		-	0.010%	-	0.010%		1	
2	Morgan Stanley Treasury Portfolio		153,575.63	0.250%	153,575.63	0.250%		1	280514
	Subtotal Cash & Cash Equivalents		153,575.63	0.250%	153,575.63	0.250%		1	
	Total Project Fund		153,575.63	0.250%	153,575.63	0.250%		1	
Wells Fargo Escrow Fund -- Information Only									
1	Cash		1,131.27	0.100%	1,131.27	0.100%		1	77126400
	Subtotal Cash & Cash Equivalents		1,131.27	0.100%	1,131.27	0.100%		1	
2	Gov't. Securities U.S. Treasury Note	11/10/2016	592,000.00	1.625%	589,667.52	1.625%	3/31/2019	182	912828C65
3	Gov't. Securities U.S. Treasury Note	11/10/2016	40,088,000.00	1.750%	39,728,009.76	1.750%	9/30/2019	365	912828F39
4	Gov't. Securities U.S. Treasury Note	11/10/2016	1,442,000.00	1.375%	1,442,000.00	1.375%	9/30/2018	0	912828RH5
	Subtotal Securities		42,122,000.00	1.735%	41,759,677.28	1.735%		350	
	Total Escrow Fund		42,123,131.27	1.735%	41,760,808.55	1.735%		350	

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
JULY	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829
AUGUST	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493
SEPTEMBER	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168
OCTOBER	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	
NOVEMBER	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	
DECEMBER	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	
JANUARY	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	
FEBRUARY	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	
MARCH	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	
APRIL	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	
MAY	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	
JUNE	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	

ATTACHMENT 2
Monthly Investment Reports for October 2018

Exhibit A
City of South Pasadena

INVESTMENT REPORT
October 31, 2018

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	2.144%	40.11%	10,969,897.55	10,969,897.55
SUBTOTAL			40.11%	<u>10,969,897.55</u>	<u>10,969,897.55</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.62%	42.88%	11,726,438.12	11,463,789.67
Corporate Bonds	See Exhibit B-1	2.63%	17.01%	4,651,843.50	4,555,854.43
SUBTOTAL			59.89%	<u>16,378,281.62</u>	<u>16,019,644.10</u>
TOTAL INVESTMENTS			100.00%	<u>\$27,348,179.17</u>	<u>\$26,989,541.65</u>

2016 WATER REVENUE BONDS ESCROW FUND **

** Information Only - Funds held in escrow are managed solely by the 2016 Bond Trustees. The funds are not accessible by the City and not available for City use. They are, therefore, not included in the Total Investments.

Wells Fargo Govt. Securities	See Exhibit B-2	1.748%	40,680,000.00	40,336,390.08
Wells Fargo Uninvested Cash Balance			1,175.02	1,175.02

BANK ACCOUNTS:

Bank of the West Account Balance:	\$3,253,862.96
Morgan Stanley Uninvested Cash Balance:	\$378,875.56
Morgan Stanley Unsettled Transactions	\$123,050.87
BNY Mellon Uninvested Cash Balance	\$153,812.67

Required Disclosures:

Average weighted maturity of the portfolio 372 DAYS

Average weighted total yield to maturity of the portfolio 2.003%

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

All investments are in conformity with the City Investment Policy.

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

Exhibit B-1
Funds and Investments
Held by Contracted (Third) Parties
October 31, 2018

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
1 Gov'l. Securities	U.S. Treasury Note	912828ST8	413,000.00	100.024	413,099.86	410,501.35	1.260%	(2,598.51)
2 Gov'l. Securities	U.S. Treasury Note	912828G95	822,000.00	100.140	823,152.19	811,272.90	1.640%	(11,879.29)
3 Gov'l. Securities	U.S. Treasury Note	912828G95	164,000.00	99.781	163,641.33	161,859.80	1.640%	(1,781.53)
4 Gov'l. Securities	U.S. Treasury Note	912828H52	259,000.00	98.461	255,013.73	254,133.39	1.270%	(880.34)
5 Gov'l. Securities	U.S. Treasury Note	912828H52	35,000.00	99.566	34,848.24	34,342.35	1.270%	(505.89)
6 Gov'l. Securities	U.S. Treasury Note	912828H52	15,000.00	99.914	14,987.12	14,718.15	1.270%	(268.97)
7 Gov'l. Securities	U.S. Treasury Note	912828H52	97,000.00	100.394	97,382.63	95,177.37	1.270%	(2,205.26)
8 Gov'l. Securities	U.S. Treasury Note	912828L32	250,000.00	98.641	245,601.50	243,340.00	1.410%	(3,261.50)
9 Gov'l. Securities	U.S. Treasury Note	912828L32	74,000.00	100.633	74,468.47	72,028.64	1.410%	(2,439.83)
10 Gov'l. Securities	U.S. Treasury Note	912828L32	329,000.00	100.628	331,067.54	320,235.44	1.410%	(10,832.10)
11 Gov'l. Securities	U.S. Treasury Note	912828N89	498,000.00	99.469	495,354.62	481,561.02	1.420%	(13,793.60)
12 Gov'l. Securities	U.S. Treasury Note	912828N89	150,000.00	100.637	150,955.69	145,048.50	1.420%	(5,907.19)
13 Gov'l. Securities	U.S. Treasury Note	912828N89	280,000.00	100.654	281,830.27	270,757.20	1.420%	(11,073.07)
14 Gov'l. Securities	U.S. Treasury Note	912828R90	736,000.00	100.411	739,021.52	721,051.84	2.030%	(17,969.68)
15 Gov'l. Securities	U.S. Treasury Note	912828F96	494,000.00	100.236	495,168.03	480,741.04	2.050%	(14,426.99)
16 Gov'l. Securities	U.S. Treasury Note	912828WZ9	494,000.00	99.883	493,421.03	474,220.24	1.810%	(19,200.79)
17 Gov'l. Securities	U.S. Treasury Note	912828ZP4	413,000.00	99.816	412,241.73	397,062.33	1.940%	(15,179.40)
18 Gov'l. Securities	U.S. Treasury Note	912828ZP4	579,000.00	99.211	574,431.11	556,656.39	1.940%	(17,774.72)
19 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	309,000.00	100.024	309,075.24	305,758.59	1.260%	(3,316.65)
20 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	309,000.00	100.207	309,639.69	305,758.59	1.260%	(3,881.10)
21 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	20,000.00	100.333	20,066.65	19,790.20	1.260%	(276.45)
22 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	345,000.00	100.203	345,701.95	341,380.95	1.260%	(4,321.00)
23 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	480,000.00	100.264	481,267.89	473,496.00	1.260%	(7,771.89)
24 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	500,000.00	100.484	502,421.45	489,285.00	1.400%	(13,136.45)
25 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADB2	360,000.00	101.342	364,829.57	353,221.20	2.410%	(11,608.37)
26 Gov'l. Securities	Fed. Home Loan Mtg. Corp.	3137EADB2	326,000.00	101.822	331,941.28	319,861.42	2.410%	(12,079.86)
27 Gov'l. Securities	Fed. Home Loan Bank	3130A8QS5	685,000.00	99.305	680,378.25	633,738.35	1.180%	(26,639.90)
28 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0YT4	231,000.00	100.006	231,014.33	230,879.88	0.810%	(134.45)
29 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0YT4	30,000.00	100.037	30,011.11	29,984.40	0.810%	(26.71)
30 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0YT4	13,000.00	100.044	13,005.71	12,993.24	0.810%	(12.47)
31 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0YT4	90,000.00	100.094	90,084.88	89,953.20	0.810%	(131.68)
32 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0ZA4	630,000.00	100.091	630,570.72	628,916.40	1.870%	(1,654.32)
33 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0ZA4	19,000.00	100.023	19,038.52	18,967.32	1.870%	(71.20)
34 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0ZA4	13,000.00	100.231	13,030.01	12,977.64	1.870%	(52.37)
35 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0ZA4	200,000.00	100.344	200,687.13	199,656.00	1.870%	(1,031.13)
36 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0ZA4	100,000.00	100.275	100,275.45	99,828.00	1.870%	(447.45)
37 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0A78	588,000.00	100.043	588,244.32	560,144.56	1.640%	(8,099.76)
38 Gov'l. Securities	Fed. National Mtg. Assn.	3135G0H55	401,000.00	101.862	408,467.36	392,490.78	1.910%	(15,976.58)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
October 31, 2018

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
Subtotal Gov'l Securities			11,711,000.00		11,726,438.12	11,463,789.67	1.621%	(262,648.45)
39 Corporate Bond	Pepsico Inc.	713448CK2	163,000.00	100.119	163,194.07	162,814.18	1.120%	(379.89)
40 Corporate Bond	Bank of New York Mellon (Callable)	06406HCP2	112,000.00	100.023	112,026.22	111,860.00	1.050%	(166.22)
41 Corporate Bond	Bank of New York Mellon (Callable)	06406HCP2	6,000.00	100.071	6,004.23	5,992.50	1.050%	(11.73)
42 Corporate Bond	Bank of New York Mellon (Callable)	06406HCP2	3,000.00	100.080	3,002.41	2,996.25	1.050%	(6.16)
43 Corporate Bond	Bank of New York Mellon (Callable)	06406HCP2	39,000.00	100.181	39,070.43	38,951.25	1.050%	(119.18)
44 Corporate Bond	Kimberly-Clark Corp.	494368BT9	82,000.00	100.070	82,057.50	81,640.02	1.400%	(417.48)
45 Corporate Bond	United Parcel Service	911312AK2	75,000.00	101.577	76,182.67	75,723.75	5.040%	(458.92)
46 Corporate Bond	John Deere Capital Corp.	24422ERR2	61,000.00	100.253	61,154.15	60,879.83	2.250%	(274.32)
47 Corporate Bond	US Bancorp (Callable)	91159HBB9	61,000.00	100.419	61,255.83	60,838.96	2.200%	(416.87)
48 Corporate Bond	US Bancorp (Callable)	91159HBB9	20,000.00	100.412	20,082.48	19,947.20	2.200%	(135.28)
49 Corporate Bond	Caterpillar Financial	14912L6B2	78,000.00	100.556	78,433.39	77,651.34	2.110%	(782.05)
50 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	32,000.00	100.307	32,098.20	31,822.08	2.000%	(276.12)
51 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	8,000.00	100.186	8,014.87	7,955.52	2.000%	(59.35)
52 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	2,000.00	100.309	2,006.18	1,988.88	2.000%	(17.30)
53 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	38,000.00	100.513	38,194.76	37,788.72	2.000%	(406.04)
54 Corporate Bond	Paccar Financial Corp.	69371RN36	83,000.00	98.949	82,127.67	81,823.06	1.210%	(304.61)
55 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	111,000.00	100.229	111,254.14	110,329.56	1.210%	(924.58)
56 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	7,000.00	100.344	7,024.06	6,957.72	1.210%	(66.34)
57 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	45,000.00	100.392	45,176.26	44,728.20	1.210%	(448.06)
58 Corporate Bond	Boing Capital Corporation	097014AL8	121,000.00	101.805	123,183.97	122,931.16	1.210%	(252.81)
59 Corporate Bond	Honeywell International	438516BJ4	82,000.00	99.468	81,563.76	80,729.82	1.420%	(833.94)
60 Corporate Bond	Proctor & Gamble Co.	742718EG0	105,000.00	100.315	105,330.76	103,956.30	1.920%	(1,374.46)
61 Corporate Bond	Proctor & Gamble Co.	742718EG0	13,000.00	100.277	13,035.96	12,870.78	1.920%	(165.18)
62 Corporate Bond	Proctor & Gamble Co.	742718EG0	3,000.00	100.420	3,012.59	2,970.18	1.920%	(42.41)
63 Corporate Bond	Proctor & Gamble Co.	742718EG0	40,000.00	100.801	40,320.31	39,602.40	1.920%	(717.91)
64 Corporate Bond	Costco Wholesale Group	22160KAF2	81,000.00	100.665	81,538.60	80,002.89	1.720%	(1,535.71)
65 Corporate Bond	BB&T Corp. (Callable)	05531FAS2	81,000.00	100.644	81,521.90	80,278.29	2.470%	(1,243.61)
66 Corporate Bond	Cisco Systems Inc.	17275RAH5	79,000.00	102.053	80,621.57	80,337.47	4.340%	(284.10)
67 Corporate Bond	PNC Funding Corp.	693476BJ1	101,000.00	103.504	104,538.79	103,329.06	4.970%	(1,209.73)
68 Corporate Bond	PNC Funding Corp.	693476BJ1	6,000.00	103.583	6,214.95	6,138.36	4.970%	(76.59)
69 Corporate Bond	PNC Funding Corp.	693476BJ1	2,000.00	103.602	2,072.03	2,046.12	4.970%	(25.91)
70 Corporate Bond	PNC Funding Corp.	693476BJ1	34,000.00	104.058	35,379.62	34,784.04	4.970%	(595.58)
71 Corporate Bond	Comcast Corp.	20030NBA8	98,000.00	103.680	101,606.25	100,454.90	4.990%	(1,151.35)
72 Corporate Bond	Comcast Corp.	20030NBA8	8,000.00	104.083	8,326.62	8,200.40	4.990%	(126.22)
73 Corporate Bond	Comcast Corp.	20030NBA8	2,000.00	104.219	2,084.38	2,050.10	4.990%	(34.28)
74 Corporate Bond	Comcast Corp.	20030NBA8	38,000.00	104.757	39,807.60	38,951.90	4.990%	(855.70)
75 Corporate Bond	Comcast Corp.	20030NBA8	5,000.00	104.353	5,217.65	5,125.25	4.990%	(92.40)
76 Corporate Bond	Cisco Systems Inc.	17275RAX0	123,000.00	99.109	121,904.07	121,789.68	4.990%	(114.39)
76 Corporate Bond	Wal-Mart	931142CU5	76,000.00	103.913	78,973.96	77,140.00	3.570%	(1,833.96)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
October 31, 2018

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
77 Corporate Bond	Target Corp.	87612EAV8	39,000.00	103.835	40,495.61	39,517.14	3.800%	(978.47)
78 Corporate Bond	Target Corp.	87612EAV8	36,000.00	103.913	37,408.56	36,477.36	3.800%	(931.20)
79 Corporate Bond	United Health Group Inc.	91324PCM2	53,000.00	100.784	53,415.28	52,582.36	2.710%	(832.92)
80 Corporate Bond	United Health Group Inc.	91324PCM2	7,000.00	100.909	7,063.61	6,944.84	2.710%	(118.77)
81 Corporate Bond	United Health Group Inc.	91324PCM2	18,000.00	101.804	18,324.72	17,858.16	2.710%	(466.56)
82 Corporate Bond	United Health Group Inc.	91324PCM2	42,000.00	101.405	42,590.08	41,669.04	2.710%	(921.04)
83 Corporate Bond	Intel Corp.	458140AQ3	56,000.00	100.438	56,245.23	55,427.12	2.460%	(818.11)
84 Corporate Bond	Intel Corp.	458140AQ3	3,000.00	100.581	3,017.43	2,969.31	2.460%	(48.12)
85 Corporate Bond	Intel Corp.	458140AQ3	20,000.00	101.504	20,300.70	19,795.40	2.460%	(505.30)
86 Corporate Bond	State Street Corp.	857477AS2	54,000.00	101.532	54,827.38	53,438.40	2.570%	(1,388.98)
87 Corporate Bond	State Street Corp.	857477AS2	24,000.00	101.582	24,379.65	23,750.40	2.570%	(629.25)
88 Corporate Bond	The Walt Disney Co.	25468PDE3	60,000.00	100.287	60,172.21	59,037.00	2.190%	(1,135.21)
89 Corporate Bond	The Walt Disney Co.	25468PDE3	20,000.00	101.593	20,318.55	19,679.00	2.190%	(639.55)
90 Corporate Bond	Bank of America	06051GFT1	163,000.00	100.602	163,980.71	160,802.76	2.650%	(3,177.95)
91 Corporate Bond	Coca-Cola Co.	191216BT6	62,000.00	100.623	62,386.34	60,606.24	1.910%	(1,780.10)
92 Corporate Bond	Coca-Cola Co.	191216BT6	19,000.00	100.907	19,172.31	18,572.88	1.910%	(599.43)
93 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	61,000.00	100.919	61,560.29	59,823.92	2.340%	(1,736.37)
94 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	62,000.00	100.699	62,433.37	60,804.64	2.340%	(1,628.73)
95 Corporate Bond	Johnson & Johnson	478160CH5	83,000.00	100.094	83,078.11	81,159.06	1.980%	(1,919.05)
96 Corporate Bond	Chevron Corp. (Callable)	166764AY6	55,000.00	101.258	55,692.06	54,225.60	2.440%	(1,466.46)
97 Corporate Bond	Chevron Corp. (Callable)	166764AY6	25,000.00	101.371	25,342.66	24,648.00	2.440%	(694.66)
98 Corporate Bond	VISA	92826CAA0	162,000.00	100.445	162,721.26	158,709.78	2.230%	(4,011.48)
99 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	109,000.00	106.212	115,771.14	110,442.07	4.480%	(5,329.07)
100 Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	34,000.00	106.343	36,156.75	34,449.82	4.480%	(1,706.93)
101 Corporate Bond	Occidental Petroleum Corp. (Callable)	674599BY0	75,000.00	104.274	78,205.63	76,037.25	4.010%	(2,168.38)
102 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	162,000.00	101.194	163,934.56	158,277.24	2.260%	(5,657.32)
103 Corporate Bond	JP Morgan Chase	46625HHZ6	151,000.00	105.767	159,707.90	155,285.38	4.470%	(4,422.52)
104 Corporate Bond	3M Co. (Callable)	88579YAU5	65,000.00	100.072	65,046.94	62,175.10	1.700%	(2,871.84)
105 Corporate Bond	3M Co. (Callable)	88579YAU5	17,000.00	99.207	16,865.19	16,261.18	1.700%	(604.01)
106 Corporate Bond	MasterCard, Inc.	57636QAF1	164,000.00	99.249	162,768.36	158,025.48	2.060%	(4,742.88)
107 Corporate Bond	Microsoft Corp.	594918BA1	82,000.00	100.878	82,719.63	79,734.34	2.430%	(2,985.29)
108 Corporate Bond	American Express Credit (Callable)	02598M0E0	162,000.00	101.567	164,537.92	157,078.44	2.760%	(7,459.48)
109 Corporate Bond	Burlington North Santa Fe (Callable)	12189LAH4	79,000.00	102.913	81,301.18	77,950.09	3.070%	(3,351.09)
110 Corporate Bond	Apple Inc.	037833BF6	160,000.00	102.043	163,269.38	156,860.80	2.740%	(6,408.58)
111 Corporate Bond	Oracle Corp.	68389XB80	81,000.00	101.257	82,017.94	78,400.71	2.560%	(3,617.23)
Subtotal Corporate Bonds						4,555,854.43	2.627%	(95,989.07)

Exhibit B-1

Funds and Investments
Held by Contracted (Third) Parties
October 31, 2018

Morgan Stanley Investments	Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
	Money Market	Liquid Asset Fund		-	-	-	378,875.56		
	Uninvested Cash			-	-	-	77,868.35		
	Accrued Interest								
	Subtotal Cash & Cash Equivalents						456,743.91		
	Grand Totals			16,300,000.00	16,378,281.62	16,476,388.01	16,599,438.88	1.854%	(358,637.52)
	Unsettled Transactions				123,050.87	123,050.87	123,050.87		
	Subtotal Unsettled Transactions				123,050.87	123,050.87	123,050.87		
	Totals incl. Unsettled Transactions			16,300,000.00	16,501,332.49	16,599,438.88	16,599,438.88		(358,637.52)
	Totals per Bank Statement			16,300,000.00	16,501,332.49	16,599,438.88	16,599,438.88		(358,637.52)

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
October 31, 2018

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
BNY Mellon Project Fund									
1	Cash		-	0.010%	-	0.010%		1	
2	Morgan Stanley Treasury Portfolio		153,812.67	0.250%	153,812.67	0.250%		1	
Subtotal Cash & Cash Equivalents			153,812.67	0.250%	153,812.67	0.250%		1	
Total Project Fund			153,812.67	0.250%	153,812.67	0.250%		1	

Wells Fargo Escrow Fund -- Information Only

1	Cash		1,175.02	0.100%	1,175.02	0.100%		1	
Subtotal Cash & Cash Equivalents			1,175.02	0.100%	1,175.02	0.100%		1	
2	Gov't. Securities U.S. Treasury Note	11/10/2016	592,000.00	1.625%	589,939.84	1.625%	3/31/2019	151	912828C65
3	Gov't. Securities U.S. Treasury Note	11/10/2016	40,088,000.00	1.750%	39,746,450.24	1.750%	9/30/2019	334	912828F39
Subtotal Securities			40,680,000.00	1.748%	40,336,390.08	1.748%		331	
Total Escrow Fund			40,681,175.02	1.748%	40,337,565.10	1.748%		331	

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
JULY	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829
AUGUST	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493
SEPTEMBER	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168
OCTOBER	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542
NOVEMBER	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	
DECEMBER	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	
JANUARY	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	
FEBRUARY	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	
MARCH	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	
APRIL	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	
MAY	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	
JUNE	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	



City Council Agenda Report

ITEM NO. 13

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Craig Koehler, Finance Director 

SUBJECT: **Adoption of the Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents**

Recommendation

It is recommended that the City Council adopt a resolution superseding Resolution No. 7573, Authorizing Signatures on City Bank Accounts.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

By adopting the attached resolution, that supersedes all prior resolutions, Finance Director Craig Koehler and Human Resources Manager Mariam Lee Ko will have signatory authority on the City of South Pasadena's (City) bank accounts and related banking documentation.

Background

The City Council previously updated the resolution for signatures on City bank accounts on September 19, 2018. The resolution authorizing signatures on City Local Agency Investment Fund accounts was most recently updated on September 19, 2018. At this time, there is no change to add or remove staff from the signatory authority list for LAIF. The bank requires action from the City Council documenting approval of these changes. Currently it is necessary to authorize revisions to the bank account signatory assignments.

Legal Review

The City Attorney has reviewed this item and has opined that the resolutions are in order.

Fiscal Impact

The adoption of the updated resolution will update the authority to ensure accurate personnel have authorization.

Resolution Authorizing Signatures on City Accounts
December 19, 2018
Page 2 of 2

Public Notification of Agenda Item

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

Attachments: Resolution Superseding Resolution No. 7561, Authorizing Signatures on City Bank Accounts

RESOLUTION NO. XXXX**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7573, AUTHORIZING
SIGNATURES ON CITY BANK ACCOUNTS**

WHEREAS, the City Council or its designee has the authority to manage the City of South Pasadena's (City) bank accounts.

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

SECTION 1. To authorize Marina Khubersrian, M.D., Mayor, effective December 19, 2018, as a signatory on all City of South Pasadena bank accounts and related documentation.

SECTION 2. The use of the facsimile signature of Mayor Khubersrian is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 3. To authorize Gary E. Pia, City Treasurer, effective December 21, 2011, as a signatory on all City bank accounts and related documentation.

SECTION 4. The use of the facsimile signature of Gary E. Pia, City Treasurer, is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 5. To authorize City Manager Stephanie DeWolfe, Finance Director Craig Koehler, and Human Resources Manager Mariam Lee Ko, as signatories on all City of South Pasadena bank accounts and related documentation.

SECTION 6. This resolution shall become effective immediately upon its adoption.

SECTION 7. 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 19th day of December, 2018.

Marina Khubersrian, M.D., 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 19th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 14

DATE: December 19, 2018
FROM: Stephanie DeWolfe, City Manager *SD*
PREPARED BY: Marc Donohue, Chief City Clerk *MD*
SUBJECT: 2017/18 Commission Annual Reports

Recommendation

It is recommended that the City Council receive and file the 2017/2018 Commission Annual Reports.

Commission Review and Recommendation

Each annual report was prepared by the Chair of the commission in conjunction with the staff liaison for that commission.

Discussion/Analysis

Every year, City commissions are required to provide an annual report to the City Council to share accomplishments from the previous fiscal year. Starting this year and going forward, commission annual reports will be presented as a receive and file item to the City Council as opposed to a formal presentation during a City Council meeting.

In conjunction with this change, staff has also scheduled the first annual Commissioners Congress. This event will gather all Commissioners and the City Council for the presentation of annual reports and will take place on February 28, 2019.

Background

In years past, commission annual reports were formally presented to the City Council to summarize accomplishments from the previous fiscal year.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with this item.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA).

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. Animal Commission Annual Report
2. Cultural Heritage Commission Annual Report
3. Finance Commission Annual Report
4. Freeway & Transportation Annual Report
5. Library Board of Trustees Annual Report
6. Natural Resources & Environmental Commission Annual Report
7. Parks and Recreation Commission Annual Report
8. Planning Commission Annual Report
9. Public Safety Commission Annual Report
10. Public Works Commission Annual Report
11. Senior Citizen Commission Annual Report
12. Tournament of Roses Committee Annual Report
13. Youth Commission Annual Report

ATTACHMENT 1
Animal Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Erin Fleming, Chair, Animal Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Animal Commission**

The South Pasadena Animal Commission (SPAC) continued our mission of public education and information for the humane care and treatment of domestic animals and wildlife – providing resources, guidance, and recommendations to the City Council to assist in addressing needs, concerns and questions from residents regarding animal issues within the community.

SPAC holds six monthly meetings in a year, which are scheduled during the months of September, November, January, March, April, and May. Commissioners currently serving are: Cornelia Balogh, Yvonne Banzali, Chair Erin Fleming, Vice Chair Elisabeth Emirhanian, and Katherine Offenhauser. Vice Chair Emirhanian replaced outgoing Commissioner Daniel Kreinbring. City Liaisons to the commission are: Council-member Diana Mahmud, and Acting Captain Jim Valencia from South Pasadena Police Department. Acting Captain Valencia replaced retired Captain Mike Neff, who served as liaison for past three years.

Commissioner Cornelia Balough is at the end of two terms with the SP Animal Commission. Cornelia initially replaced another Commissioner mid-term, and was later appointed for two full terms. Her passions have included habitat issues and coexisting with wildlife. We hope that we can find another valuable and energetic replacement for Cornelia. We would like to take this time to thank her and acknowledge Cornelia's seven years of service.

The theme at our recent events again focused on Spay/Neuter. We educated the public at events, distributed information, and provided resources for low-cost programs that are available. During this year, we had planned to make recommendations regarding a spray/neuter ordinance in South Pasadena in hopes to support the Pasadena Humane Society's and other local rescues to lessen the overcrowding shelters and increase adoption rates.

This initiative was delayed to focus on the City Council's 2017 request to focus on researching and providing additional recommendations to amend the current ordinance to ban the sale of commercially bred dogs, cats and rabbits in the community by expanding the ban to other animals. In doing so we have listened to public comments, debated the issue, thoroughly researched it, and have called upon several expert organizations for guidance. In November 2017, the SPAC voted 4-1 to amend the ordinance. In 2018, Commissioner Balough has since

requested to change her vote, resulting in a unanimous recommendation to Council to amend the ordinance to expand the ban to other animals.

In spring 2018, SPAC continued our educational outreach by inviting local children and teens to participate in the annual Be Kind to Animals (BKTA) Art Exhibition. In conjunction with National Be Kind to Animals Week, South Pasadena's event occurred on May 7, 2018 in the Library's Community Room. We would like to extend our appreciation for the following:

- The City Council for the official proclamation of the event and the significance of the cause;
- Mayor Schneider who presented certificates at the BKTA awards ceremony to the participants, and taking photo with the families that attended;
- The South Pasadena Children's Library staff for researching and preparing this valuable list, "Paws to Read," for multiple grades and reading levels;
- Former SPAC commissioner Beverly Bieber for her continued involvement with this event.

We would like to extend a special thank you to former Captain Mike Neff and the SPPD cadets who worked so diligently to make the event logistics successful. This event has been going on for close to 30 years and is certainly a cherished event. Pet Food Express in Pasadena provided give-a-ways at the events and the Pasadena Humane Society's Mobile Pet Adoption was also in attendance.

In a continued effort to educate and promote the humane treatment of domestic pets and wildlife, the SPAC attended and disseminated information and resources at event booths during Doggy Day & Cats Too in May 2018 and the Police and Fire Department Open House in September 2018.

Additionally, at the request of Council-member Diana Mahmud, we have been evaluating Coyote Management Plans due to an uptick of coyote sightings in surrounding areas. In reviewing the Pasadena Humane Society's reports, we have not seen an increase in South Pasadena's coyote population, but we are diligently monitoring the situation in an effort to educate the community and protect our resident pets.

Moving forward in 2019, we plan on having a SPAC commissioner chair each of our community events in hopes to provide greater focus, and therefore greater impact in our efforts. We continue to provide volunteer opportunities to the South Pasadena high school students and community residents interested in public service and who support the mission of animal welfare and education. We want to continue the efforts in working with the SP City Staff to update the SPAC page on the City's website so we may continue to provide the community access to pertinent information and resources online.

The Commission thanks the Mayor, City Council, City Staff, Parks & Recreation, the Pasadena Humane Society, the SP Library, the many community supporters, and the South Pasadena Police Department for their continued support throughout the year. We look forward to our continued joint efforts to promote the progressively humane treatment of animals, the protection of their habitats, and the advocacy of coexistence within our community.

ATTACHMENT 2
Cultural Heritage Commission Annual Report

Date: December 19, 2018

To: Honorable Mayor and Members of the Council

From: Mark Gallatin, Chair

Re: **FY 2017-18 Annual Report of the Cultural Heritage Commission**

This report covers the period July 1, 2017, through June 30, 2018.

The 2017-18 fiscal year was a busy and productive one for the Cultural Heritage Commission (CHC), marked by the timely processing of applications for Certificates of Appropriateness, Mills Act contracts, and demolition requests, as well as significant progress on several major initiatives to improve and enhance protection for cultural resources in the city.

Action on Applications

Type of Application	CHC Action		
	Approved	Continued	Denied
Certificate of Appropriateness – 1 st submittal	23	8	0
Certificate of Appropriateness – 2 nd submittal	5	3	0
Certificate of Appropriateness – 3 rd submittal or later*	1	3	0
<i>Subtotal – Certificates of Appropriateness</i>	<i>29</i>	<i>14</i>	<i>0</i>

Mills Act – 1 st submittal	1**	1	0
Mills Act – 2 nd submittal	1***	0	0
<i>Subtotal – Mills Act</i>	<i>2**</i>	<i>1</i>	<i>0</i>
Demolition Requests - 1 st submittal	3	1	0
Demolition Requests - 2 nd submittal	1	0	0
<i>Subtotal - Demolition Requests</i>	<i>4</i>	<i>1</i>	<i>0</i>
TOTAL CHC ACTIONS	35	16	0

* Includes one case that was approved on its fifth submittal

** Recommended approval to the City Council

***Revision to approved Mills Act work plan

The table above shows that the CHC considered 31 new applications for Certificates of Appropriateness, two requests for Mills Act contracts and four demolition requests during the fiscal year. (As required by the City’s new cultural heritage ordinance adopted in August 2017, demolition of buildings 45 years or older and not identified as a cultural resource requires CHC review and approval). It is significant to note that 74% of all applications for Certificates of Appropriateness were approved on their first submittal to the CHC and, for the second straight year, no applications of any kind were denied. The CHC also did conceptual reviews on 19 projects.

Major Initiatives

During the 2017-18 fiscal year, the CHC took action to advance the following preservation initiatives:

- Proposed Form-Based Code (in conjunction with Planning Commission and Design Review Board)
- Certified Local Government Annual Report
- Historic Resources Survey and Inventory of Addresses Update
- Rialto Theater Subcommittee
- Koebig House (320 Grand) Landmark Eligibility
- Library Moreton Bay Fig Tree Landmark Eligibility
- Proposed Library Ray Bradbury Mural (courtesy review only)

ATTACHMENT 3
Finance Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Frank Catania, Finance Commission Chair
Re: **Fiscal Year (FY) 2017-18 Annual Report of the Finance Commission**

Article IVI of the South Pasadena Municipal states, in part, that the Finance Commission is empowered to "Provide high-level oversight and advice to the city council, city treasurer and finance director regarding financial matters affecting the city including, but not limited to, investments, budget development and monitoring, revenue development, taxation, debt financing, and internal controls."

This report was reviewed by each member of the Finance Commission prior to submission to the Office of the City Clerk and is presented for your consideration.

The Finance Commission conducted six meetings during FY 2017-18 and reviewed, discussed, and took action regarding 28 action items.

The Commission's major actions and accomplishments during FY 2017-18 are as follows:

- Reviewed and discussed the status of the 2017-18 budget, the proposed 2018-19 budget, and the future financial challenges facing the City at each of the six Commission meetings;
- Recommended that the City use local return (Federal, State, and County) grant funds for capital projects and other activities whenever possible during FY 2018-19 and in future years to preserve General Fund monies;
- Recommended that the City continue to look for alternate sources of funding to offset anticipated General Fund budget deficits;
- Reviewed the FY 2016-17 Comprehensive Annual Finance Report and expressed concern about the unfunded liability for future retirement and retiree medical benefits;
- Reviewed the Retiree Health Care actuarial for 01/01/2017 and recommended that the City continue to pay for retiree health care benefits on a pay-as-you-go basis, as opposed to establishing an irrevocable trust fund, in consideration of the future financial challenges facing the City;
- Discussed the process for establishing a possible public safety tax in the City, reviewed research regarding parcel taxes and sales tax surcharges approved and rejected by other

local agencies in California, and discussed the amount of revenue that might be generated from a possible public safety tax in South Pasadena;

- Reviewed the contract with Citygate Associates for a comprehensive organizational review of the Finance Department and assistance with the development of a long-range fiscal plan for the City;
- Recommended that the Commission support the recommendations contained in the water and sewer rate fee study prepared by the City's consultant, but expressed concern that the water rates in South Pasadena are higher than in other neighboring cities;
- Received and discussed the proposal to update and increase the City's Master Schedule of Fees and requested that staff prepare a comparison of fees charged by surrounding cities in advance of consideration by the City Council;
- Reviewed the status of the Business License Tax Modernization Program;
- Received status reports regarding the condition of the City's investments from the City Treasurer at five of the six Commission meetings;
- Recommended that the City Council adopt the FY 2017-18 Investment Policy; and
- Participated in activities of the San Pascual Stables Subcommittee, which assisted in developing a concession lease agreement that was forwarded to the City Council for approval; and
- Selected Commission members to serve on the Ad Hoc Financial Sustainability Committee and the ad hoc committee to review the City's financial issues.

During FY 2018-19 the Commission will continue its ongoing activities of:

- Monitoring the financial status of the City and the budget;
- Reviewing the status of City investments;
- Reviewing water rates and the status of water system improvements; and
- Monitoring the status of the Business License Tax Modernization Program.

In conclusion, the Commission looks forward to continuing in its roll of monitoring the City's financial activities and providing direction regarding proposed financial matters as directed by the City Council.

ATTACHMENT 4
Freeway & Transportation Commission
Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Joanne Nuckols, Chair
Re: **Fiscal Year (FY) 2017-18 Annual Report of the Freeway & Transportation Commission**

The Freeway & Transportation Commission (FTC) discussed the following issues:

1. AB 2417 – Metro Gold Line Foothill Extension Construction Authority
2. SR-110/Fair Oaks Avenue Hook-ramp Project Update
 - a. Fair Oaks Avenue signal synchronization
3. SR-710 North Project
 - a. Early Action Projects
 - b. Rehabilitation/State Highway Account
 - c. Rosemead Lawsuit
 - d. Transportation Demand Management/Transportation Demand Management Project List
 - e. Assembly Bill 287 (Holden)
 - f. Focused Recirculated Draft Environment Impact Report/Environmental Impact Statement (EIR/EIS0
 - g. Final EIR/EIS
4. Arroyo Verdugo Joint Powers Authority
 - a. Measure M Multiyear Subregional Plan
 - b. Public Participation Plan
5. FTC and Public Works Commission Roles and Responsibilities

While each member participated in the discussions listed above, certain commissioners had more involvement with specific issues. Chair Nuckols has attended numerous Metro, Caltrans, and other SR-710 related meetings and served as the City's representative on the Metro SR-710 Stakeholders Outreach Advisory Committee; and has provided institutional knowledge to Staff on a wide range of issues. Vice-Chair Kuhn has provided relevant legal insight to the commission. Commissioner Arce has provide fresh insight during commission meetings. Commissioner Helgeson has contributed his legal expertise and knowledge of Los Angeles County and City policies to assist in the functioning of the commission. Commissioner Sherman has served as the City's representative to the Metro SR-710

Technical Advisory Committee, attended Metro meetings, and has provided insightful feedback to Metro regarding the flaws associated with the SR-710 North project. The commission serves as the Design Advisory Group (DAG) for the SR110/ Fair Oaks Avenue Hook-ramp project. On January 16, 2018, Commissioner Arce was sworn into the Freeway and Transportation Commission.

ATTACHMENT 5
Library Board of Trustees Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Steve Fjeldsted, Director of Library, Arts, and Culture
Re: **Fiscal Year 2017-18 Annual Report of Library Board of Trustees**

The mission of the Library Board of Trustees (LBT) is to monitor the activities and progress of the South Pasadena Public Library (SPPL), to work with Library staff in the development of the proposed budget request to the City Council, and to advise the Library on policy. Currently, the LBT consists of Brendan Durrett, Carolyn Flemming, Alan Jutzi, David Uwins and Luther Luedtke. Rick Thomas completed his term in December 2017, and Andy Lippman resigned in July 2018. The Board welcomed David Uwins in February 2018, and Luther Luedtke in June 2018.

FY 2017-18 has been another banner year for the Library in updating and improving its ability to meet the cultural and educational needs of the community. The City Council, City Manager's Office, and fellow departments deserve special credit for all the support they provided. The LBT is also very appreciative of the Friends of the Library (FOL) as well as the Library's outstanding staff and volunteers. Gratitude is also extended to the legions of dedicated library users, including voters and taxpayers, for their strong support.

Again during FY 2017/18, the Library has enjoyed enviable staffing stability in its Senior Management and been able to add an Assistant Director for the first time. The Library's new Assistant Director, Cathy Billings, has worked diligently assisting with day-to-day operations. The Board is hopeful that the Library will also be able to fill the remaining open positions in its organization chart. In addition, the Board has encouraged review of library staffing to explore whether one of the two part-time children's librarian positions could be replaced with a full-time position, so that the Library can offer consistent staffing in what is perhaps its most beloved department. However, the Board is well aware that this would bump the Library up to 11 full time staff, that there are serious fiscal challenges looming ahead for the City, and that personnel changes are not within its purview. The LBT has also expressed hopefulness that the Library will be able to fill the remaining open positions in its organization chart: Digital Services Manager and Local History Librarian.

The Library has accomplished meeting many important Goals of its ambitious *Library Operations Study* (LOS) and its follow-up, the *Library Strategic Plan, 2017-2022*. As presented to the City Council on September 29, 2018, 40 of the 56 goals of the LOS were either completed or in progress.

Perhaps the most important initial strides in meeting the goals of the LOS were ushered in with the implementation of the CENIC grant project from the California State Library. It brought a high speed broadband connection, vastly improved Wi-Fi, and equipment and connectivity discounts. As also recommended by the LOS, the LBT has continued its work to develop plans for the formation of a Library Foundation with the FOL. Another major fundraising nonprofit is a necessity in these times of budgetary challenges coupled with the expressed Library needs of the community. The proposed subcommittee would work to create a Foundation to raise funds for large scale projects like the remodeling of the Library's interior entryway. The LBT has already favorably received a top interior designer's plans. With help from staff and a volunteer, the LBT has also developed a fundraising letter for local estate attorneys to share with their clients. The LBT also reviewed Community Room fees with an eye to comparable facilities and local usage patterns and submitted recommendations for the updated fee schedule. The Board also instituted a Library policy for donated artwork.

As in previous years, the Library hosted many major events and partnered with almost all local clubs and organizations in significant ways. These included a screening of "La La Land," partially filmed at the Rialto Theatre, as well as showings of "Buffalo Bill" with South Pasadena-born Joel McCrea, and for Halloween-time, "Damien: Omen II" with South Pasadena-bred William Holden. For the Holden Centennial Celebration on April 17, 2018, his "Country Girl" with Grace Kelly and Bing Crosby was shown to an enthusiastic audience.

South Pasadena residents, California State Poet Laureate Dana Gioia, and stand-up comedian Don Friesen, were showcased on separate occasions to large appreciative audiences. For the Winter Arts Crawl in February 2018, Lissa Reynolds, a local actress and theatre co-owner, was presented on the first floor of the Library while a Chinese-American Art Gallery was showcased upstairs. Other popular events were a 'Latinx Literary Love-In,' with poetry, live music and Mexican food; a Family Friendly Comedy Night, a Ribbon Cutting for the FOL-funded Jolino Beserra-designed mosaic archway for the Children's Room, and a presentation by Dodgers' play-by-play announcer Joe Davis, another South Pasadena resident.

The LBT and Library staff held the Annual Volunteer Recognition Luncheon on April 23, 2018 with John Horn from KPCC as the Keynote Speaker. On April 28, 2018 the Library accommodated more than 600 for five concert performances on its Carnegie Stage of the Eclectic Music Festival with sets by South Pasadenans Calvin Joe, Dave Kinnoin, David Plenn, and others. On May 25, 2018 the Library's week-long "Sanctuary" Art Exhibit opened and more than 650 attended during its five-day run that also featured live music and author talks. The Library also conducted another lively Summer Reading Program with more than 1500 youth participants. In June 2018, it hosted a grant-funded two-day workshop to capture the unheard personal stories of the 710 Freeway Fighters in digital form for later showing.

These are just a few examples of the Library's many vibrant events and projects that contributed contribution to the City's rich cultural life during FY 2017-18. Not content to rest on its laurels, the Library continues to generate new ideas and projects and to attract more users and supporters. Work at all levels is positive and constructive plans are being developed to further update, enhance and improve the highly popular, venerable institution.

ATTACHMENT 6
Natural Resources & Environmental Commission
Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: William Kelly, Chair, Natural Resources & Environmental Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Natural Resources & Environmental Commission (NREC)**

The NREC is pleased to submit its FY 2017-18 Annual Report to City Council. Below is a summary of highlights and areas of environmental policy undertaken by the NREC in the FY 2017-18:

Development Projects & Trees: In the past year, the NREC has dealt with a significant increase in the number of development projects involving tree removal permits and tree replacement plans. During 2018, the NREC oversaw tree removal hearings for nine development projects (of which two were multi-family projects) totaling 68 tree removals.

NREC has done so using a new process in which projects involving tree removals are brought to the NREC for review early in the planning process rather than at the tail end of the process. Early review is intended to ensure that trees are given higher standing in development planning, rather than being addressed as an after-thought that follows the Planning Commission approval. Early review provides developers more certainty, reduces expenses, and saves time by eliminating last-minute tree removal permit hearings or requiring plan modifications related to tree replacement plans.

Specifically, early tree removal review has allowed the NREC to advise the Planning Commission on potential project modifications that can save existing trees and result in tree replacement plans that better mitigate the aesthetic and environmental impacts of tree removals on neighbors. The new process also has allowed the NREC, particularly in the case of multi-unit projects, to provide advice aimed at making developments more attractive for residents through tree replacement and landscaping plans that provide shade, reduce the urban heat island effect, and save both energy and water.

Tree Ordinance Update: The NREC recommended significant amendments to the City's tree ordinance more than a year ago, which are expected to be brought to the City Council for consideration in December 2018. The proposed amendments address development projects and inconsistencies in the existing ordinance, among other improvements.

Recovering the Full Value of Trees Removed for Development Projects: The NREC has recommended modifying the fees charged for removing trees in development projects to more closely account for their real value. Specifically, the NREC found that the City of San Jose, for instance, charges up to \$2,419 per tree removed at large projects and \$2,000 for smaller projects. By contrast, the City of South Pasadena charges \$276. Staff is planning to evaluate the tree removal fees in the City's upcoming fee review study.

Grey Water Stub Out Ordinance: The NREC recommended requiring new development projects to include the some \$30 worth of plumbing required to optionally hook-up a grey water irrigation system, which could be done by the developer as part of construction or could be done later by a property owner, for instance to save water in the face of a future drought. The recommendation has remained pending in the City Planning Department, which is reportedly working on a more comprehensive update of the City's municipal code.

Cool Roofs: Use of cool roofing is required by the California Energy Commission's building energy efficiency standards, although it is up to cities to enforce the State of California (State) requirements. The NREC recommended that the City publicize the benefits of cool roofing to residents and contractors, particularly since use of cool roofing material has the dual benefit of reducing use of energy-intensive air conditioning and also diminishing heat buildup in urban areas. The NREC had recommended that the City distribute a flyer on the State requirements and the benefits when developments are permitted or when roofing permits are issued.

Roundup & Herbicide Use at City Parks: In 2017 the California Office of Environmental Health Hazard Assessment listed glyphosate, sold as Roundup, under Proposition 65 as a substance known to the State to cause cancer. A subsequent court ruling earlier this year found that a worker who applied the substance in California suffered from non-Hodgkin's lymphoma due to exposure to the herbicide. The NREC heard information in November 2018 that the City still applies glyphosate and 2,4-D-based products in a limited manner at City parks, medians and landscape areas for weed control. 2,4-D is considered a possible carcinogen by the International Agency for Cancer Research. City staff explained that glyphosate-based material is used only in flower beds, pavement cracks, and on medians and not on turf areas at city parks and athletic fields. Also, 2-4-based products are applied to turf between youth league sports seasons during planned field shutdowns. Based on this, the NREC does not see a need for changes in use of these products.

Reducing the Urban Heat Island Effect: A record temperature of 118°F this summer highlighted the serious nature of how heat builds up in urban areas that are paved with asphalt, concrete and include heavily used air conditioning systems that transfer heat from the indoors to the outdoors. Extreme heat of 95°F or more is known to cause increased hospital admissions due to heat stroke and dehydration, particularly among the elderly, outdoor workers, and children. Recently, the NREC has begun reviewing how to reduce the urban heat island effect in South Pasadena and plans to make recommendations in the coming year.

ATTACHMENT 7
Parks and Recreation Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Andrew Vogel, Chair of the Park and Recreation Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Park and Recreation Commission**

Events

The Community Services Department hosted the following events for the community. Doggy Day with Cats too, Spring Eggstravaganza, Halloween Spooktacular, Breakfast with Santa, Snow Day, five Summer Concerts in the Park, Two Movies in the Park, Two Shakespeare in the Parks along with National Night Out.

Capital Improvements

The following projects were completed:

Arroyo Seco Bicycle and Pedestrian Trail – Ribbon Cutting October 2018

Recommendations to City Council

- To approve the 2018 Co-Sponsorship Policy
- To approve the design titled “Spread the Word, Conserve” to be painted as a mural on the Community Demonstration Garden wall facing Magnolia Street by Cub Scout Pack 7
- To move forward with Grevelia Pocket Park Conceptual Design Plan A with a revision of removing plant growth at rear of park
- To create a hybrid conceptual design for Berkshire Pocket Park from Plan A and B specifically combining elements of the play /social amenities and the ADA path

Field Use Approval

Approved the field use permits for AYSO, Little League, Holy Family Catholic Church, and other organizations

Special Commission Meetings

On February 10, 2018, two Special Park and Recreation Commission meetings were held for community input for the Berkshire and Grevelia Pocket Parks. Consultant David Volz of David Volz Design led the group of community members in designing each park. Conceptual design plans were acquired for both parks and reviewed by the community and Commissioners at the next regularly scheduled meeting. Recommendations are above.

Other Items Discusses

- The Parks and Recreation Commission (Commission) discussed, reviewed and gave input on the Memorial Beach Program Policy.
- The Commission is discussing the possibility of changing the Summer Concerts in the Park series to every other Sunday and to start at 6pm instead of 5pm. (discussions are ongoing)

Department Revenue

Each Division within the Community Services Department actual versus revenue projections

Division	Actual Revenue	Revenue Projections
Seniors	\$40,673	\$53,000
Recreation	\$699,874	\$532,500
Rentals	\$134,162	\$95,200
Leased / Managed Facilities	\$285,847	\$295,246
Total	\$1,160,556	\$975,946

The Park Impact Fee had for FY 2017-18

Park Impact Fee	\$156,379	\$40,000
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ATTACHMENT 8
Planning Commission Annual Report

City of South Pasadena

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: David Bergman, Interim Director, Planning and Building on Behalf of
Kelly Koldus, Chair City of South Pasadena Planning Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Planning Commission**

Attached please find a statistical summary of the activities of the City of South Pasadena Planning Commission. During the past year the Commission heard 45 items of which 25 were approved without conditions and 20 were approved with conditions. No items were rejected.

Planning Commission Information

Commission Members	Dates of Mtgs.	No. of Items	Items Approved	Items approved w/o Conditions	Items approved w Conditions	Items Rejected
Jan. 2018 - Janet Braun, Steven Dahl, Kelly Koldus, MJ Grath (new appointee) & Richard Tom	1/22/2018	3	Items 1, 2, & 3	Item 3) 1854 Hanscom Dr. [Code Enforcement]	Item 1) 1256 Via Del Rey 2) 1483 Indiana Ave.	Item
	2/13/2018	1	Joint Special Mtg.	Form Based Code		None
March 2018 - Janet Braun, Steven Dahl, Kelly Koldus, John Lesak (new appointee & replaced MJ Grath) & Richard Tom	2/26/2018	7	Items 2,5, & 6		Item 2) 424 Fair Oaks Ave. 5) 1929 Huntington Dr. 1737 Camino Lindo	Item Item 6)
	3/26/2018	6	1		Item 5) 833 Braewood Ct.	None
	4/23/2018	5	2	Item 1) Local Haz. Mit. Plan	Item 5) 736 Mission St.	None
	6/4/2018	2	2	Item 1) GP - 5 Yr. Capital Imp. [Consistant w the General Plan]	Item 2) 203 Cedar Crest/Mockingbird Ln Item 2) 801 Rollin St. Item 3) 1510 Chelton Wy	None
	6/25/2018	4	2			
	7/23/2018	4	3		Item 2) 713 Flores De Oro Item 3) 1100 Fair Oaks Ave. [CUP Mod] Item 4) 1100 Fair Oaks Ave. [CUP]	None
	8/27/2018	4	2		Item 1) 2121 Hanscom Dr., 2123 Hanscom Dr. & 2127 Hanscom Dr. 2) 191 Monterey Rd.	Item
	9/24/2018	3	All items were continued			
	10/22/2018	6	2		Item 3) 1800 Via Del Rey Item 5) 1005-1007 Fair Oaks Ave.	None

ATTACHMENT 9
Public Safety Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Brian Solinsky, Interim Chief of Police
Paul Riddle, Fire Chief
Re: **Fiscal Year (FY) 2017-18 Annual Report of Public Safety Commission**

This annual report is submitted summarizing the major activities and accomplishments of the Public Safety Commission (PSC) for the 2018 calendar. The PSC meets the 2nd Monday of every month except for December. The summary of this year accomplishments is shown below:

Community Emergency Response Training (CERT) Program:

The Fire Department conducted three basic CERT classes in 2018 and graduated a total of 105 participants. One of the classes was hosted for the faculty of the South Pasadena Unified School District. In addition to the three basic classes, one refresher training was provided. An annual drill is planned for later in the year and will include CERT members from other cities. Over 350 citizens have been CERT trained since the program started in March of 2014.

CERT Members also assisted/participated in the 4th of July Parade, National Night Out event, and the Fire/Police Open House.

Emergency Operations Center (EOC):

On January 17, 2018, the City Council approved recommendations from Fire Department staff to upgrade equipment and furniture in the City's EOC. The Public Safety Commission reviewed the recommended upgrades and fully supports the project. To date, the EOC remodel is on track to be completed in early 2019. The upgrades include state-of-the-art audio visual equipment, upgrades to communications systems, and new workstations.

Hazardous Mitigation Plan (LHMP):

State and local governments must prepare and adopt federally approved LHMPs in order to comply with FEMA requirements. The purpose of mitigation planning is to identify policies and actions that can be implemented over the long term to reduce risk and future losses from disasters. On June 20, 2018, staff from both the Fire Department and Police Department presented a draft copy of the updated LHMP to the City Council. The draft policy was also discussed and supported by the Public Safety Commission. After hearing the item, the City Council approved the plan. The City's LHMP is now being reviewed by the Federal Emergency Management Agency (FEMA) for final approval.

Neighborhood Watch (NW) Program:

In 2018, the South Pasadena Public Safety Commission played important roles in helping to expand the Neighborhood Watch Program.

They attended Neighborhood Watch Meetings, spoke to residents, organized, and attended many police community events in an effort to raise awareness and encourage residents to participate in the Neighborhood Watch Program. Neighborhood Watch Captain caps were donated to help encourage residents to volunteer as Neighborhood Watch Block Captains.

The commission was able to get 50 residents to sign-up to obtain further information on the program. These names were followed-up by an email from Detective Lee and will be contacted to let them know if there is a present program they can join, or the possibility of becoming new block captains.

The commission is currently working Interim Chief Solinsky to plan the annual block captain party.

The all-volunteer commission brought new promotional ideas including signage, tablecloths for Neighborhood Watch and Public Safety Commission tables, and the popular item the whistle and flashlight combination that was distributed at the Police and Fire Open House will be re-ordered.

The commission with the help of the City Council raised all the funds for these items.

Some of the events that the Commission participated in for 2018 are staffing a booth at National Night Out and Police & Fire Open House, attending Neighborhood Watch Meetings and Fourth of July Parade walk.

Additional Highlighted Items:

- Police and Fire Budgets and capital expenditure were reviewed.
- Police Department joined the San Gabriel Valley Homeless Outreach Service Team
- Fire Department successfully recruited and hired four (4) additional Firefighter/Paramedics
- The Police Department has held seven woman's self-defense classes, which include two for teenagers. One of the classes held was for employees of the US Attorney's Office in recognition Domestic Violence Awareness Month.
- The Police Department held their second annual Teen Academy. The course was well attended by 32 local high school students who learned firsthand about law enforcement while earning community service hours.
- Police Captain Mike Neff and Police Officer Bill Earley retired this year with more than 65 years of combined service to South Pasadena.

ATTACHMENT 10
Public Works Commission Annual Report

City of South Pasadena

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Gayle Glauz, Chair, Public Works Commission
Re: **FY 2017-18 Annual Report of Public Works Commission**

The Public Works Commission (Commission) is pleased to present its Annual Report (Report) for Fiscal Year 2017-18. This Report covers the Commission's activities from July 1, 2017 through June 30, 2018. The Commission is currently comprised of Chair Gayle Glauz, Vice Chair Kimberley Hughes, and members Lawrence Abelson, John Fisher, and Clinton Granath. The professional background of the current Commission is as follows: three engineers, one attorney, and a utility public relations specialist. During this period, the Commission was supported by its Staff Liaison Leonna Dewitt, Public Works Assistant, as well as Deputy Public Works Director Rafael Casillas. Currently, in light of the absence of a Public Works Director and a Deputy Public Works Director, Ms. Dewitt is the sole staff member attending meetings of the Commission.

The Commission continued its mission of providing recommendations, direction and input for public works capital improvement and other projects and issues throughout the City, as well as addressing concerns from the public.

The Commission met monthly during the past fiscal year, except for one meeting that was cancelled in April 2018. The Commission dealt with a number of issues, most notably the following:

- Provided input and recommendations to the Public Works Department on key components of street improvement projects, including a prioritized list of street improvement projects and rehabilitation & preventative maintenance projects for the FY 2018-19 budget approved by the City Council;
- Provided continuing input, advice, and guidance regarding the installation of a new traffic signal at the intersection of Monterey Road and Orange Grove Avenue;
- Addressed resident concerns regarding vehicle speeding and public safety for Fletcher Avenue, between Huntington Drive and Alhambra Road. Provided recommendations to the Public Works Department to add roadway signage and enforcement to address these concerns;
- Addressed parking restriction concerns from Holy Family Catholic Church on Rollin Street and provided recommendations to the Public Works Department to improve parking;
- Heard pedestrian safety concerns from residents near Fremont Avenue and Grevelia Street, regarding the inability to use the sidewalk on the east side of the bridge across the Arroyo Seco Parkway and to safely cross from the east side to the west side of Fremont Avenue. Provided comments on the subsequent report prepared by the Public Works Department identifying project parameters, budget, and coordination with CalTrans and Metro;

- Appointed Commissioners Abelson and Fisher to serve on the Measure R Ad Hoc Technical Advisory Committee to develop a projects list for the SR 710 TSM/TDM Alternatives. They subsequently worked with staff and the City's consultant, Nelson Nygaard, to develop draft language for the City's Metro Funding Request, consisting of a number of traffic and pedestrian safety management and improvement projects;
- Developed an interchange modification proposal for the Fair Oaks Avenue & Arroyo Seco Parkway on-ramp as well as other complementary improvements along Fair Oaks Avenue, including the selective removal of some bulb outs;
- Provided continuing input and recommendations for SR 710 TSM/TDM projects list to prioritize proposed projects that improve traffic flow and pedestrian safety on Fremont Avenue, Columbia Street, Pasadena Avenue, and Garfield Avenue;
- Heard pedestrian safety concerns from the public regarding the intersection of Oak Street and Stratford Avenue, a route used by students attending Marengo Elementary School. Discussed and provided input to the Public Works Department on options to address these concerns such as additional crosswalks and signage;
- Addressed resident concerns about speeding issues on Via Del Rey, between Monterey Road and the curve north of La Portada Street. Discussed and provided input to the Public Works Department on various roadway markings that could be utilized to reduce speeds and accidents, in addition to public education and outreach;

and

- Oversaw, provided input, and guidance on a number of public works and capital improvement projects, including,
 - Arroyo Seco Pedestrian and Bicycle Trail
 - Monterey Road Project Phase 2
 - Grevelia Street, Mission Street, and El Centro Street Improvement Projects
 - Sewer Rehabilitation and Replacement Phase 2,
 - CDBG Sidewalk and ADA Access Ramp Replacement,
 - Traffic signal and light rail pre-emption timing improvements at the Gold Line at-grade crossings at Monterey Road & Pasadena Avenue, Mission Street & Meridian Avenue and Fremont Avenue & Grevelia Street,
 - Improvements to the City's speed hump policy.

ATTACHMENT 11
Senior Citizen Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Robert Vanderwall, Chair, Senior Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Senior Commission**

The Senior Commission supports the programs and services offered by the South Pasadena Senior Center. These services and programs include educational classes, health and wellness related lectures, social services to include case management and recreational activities for the community.

Community Outreach

Articles Promoting Senior Center Services and Education

The Commission has focused efforts on creating awareness and promotion of Center programs as well as education with regard to topics important to the aging population. This fiscal year, the following articles were published by the Commission:

November 2017 Spreading Holiday Cheer for Frail Seniors in the Community (Commissioner Levitt)

April 2018, Keeping Seniors on the Move with Dial Ride (Commissioner Levitt)

May 2018 Health and Wellness Programs offered by the South Pasadena Senior Center (Commissioner Levitt)

May 2018 Understanding Dementia (Commissioner Shon)

Holiday Cheer Program

To bring cheer to home bound older adults, Senior Commissioners solicit donations of gift cards and sweet treats from the community, and in turn make gift bags to deliver to for those living alone. In 2017 Commissioners delivered 25 cheer bags to residents with a total value of \$825, plus a variety of boxed cookies and chocolates.

Community Workshop to educate families on aging matters

The Commission worked on organizing a workshop for the community to help families deal with aging matters. A committee was formed to determine, reach out to potential speakers and find location. This idea came from commissioners receiving feedback from neighbors and the general public, expressing concern on how to deal with parents when they refuse to stop driving; or how to recognizing decline and approach the sensitive topics; or dealing with parent living out of state; and more. The committee is aiming for putting together the workshop in October of 2018. Based on the feedback received the commission will determine whether to organize other workshops in the future.

Creating a Registry for At Risk Senior Citizens

For the last year the Senior Commission has discussed the need of creating a system to reach out to residents living alone and being able to access them in the event of a disaster. The idea became of major discussion September 2017 and for months to follow, as Commissioners had concerns for the safety in the event of a disaster and how they would be identified within the community. In April 2018, Chair Vanderwall made a presentation to the Public Safety Commission on possibly working together to create such a system. The system would utilize a database that is already in use in Community Services/Senior Center. It was suggested that that program be run by the City Attorney to assure there were no HIPPA violations. Staff will work on setting up the Fire Chief computer with the software and Senior Center staff will put together procedures. In the meantime the Senior Center had applied for a gerontology intern that could be used to work on the creation of a registration form and then input the data into the database. However, an intern was not assigned in fall of 2018 and is expected for January of 2019.

ATTACHMENT 12
Tournament of Roses Committee Annual Report

City of South Pasadena

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: South Pasadena Tournament of Roses, Courtney Dunlap (President)
Re: **Fiscal Year (FY) 2017-18 Annual Report of South Pasadena
Tournament of Roses Commission**

July 1, 2017-June 30, 2018	Net income
Golf Tournament-June '17	\$9,192.15
Cruz'n for Roses Car Show-September '17	\$15,397.82
Crunch Party-December '17	\$27,769.26
Ultimate Raffle-November'17	\$14,628.12
Donations & Misc Fundraisers	\$27,075.02
Total Net Assests 2017	\$11,215.78
Golf Tournament-June'18	\$6,107.88

ATTACHMENT 13
Youth Commission Annual Report

Date: December 19, 2018
To: Honorable Mayor and Members of the Council
From: Cole Chuang, Youth Commission
Re: **Fiscal Year (FY) 2017-18 Annual Report of Youth Commission**

The City of South Pasadena (City) Youth Commission (Commission) activities and accomplishments have included a variety of projects and events. Commissioners have focused their attention and energy on projects described in this report to present to the City Council on December 19, 2018.

Tech Day: Commissioners created a new program, Tech Day, as a way to assist the elderly population with the challenges of technology. The Commission, on a monthly basis, conducts Tech Day at the Senior Center by helping seniors with their iPhone, iPads, and social media.

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

Senior Prom: In March 2018, as an intergenerational program, the Commission and the Senior Center held a Tango themed Senior Prom. The event provided a fun, safe environment for Middle School and High School students to hang out on a Friday night at the War Memorial Building and interact with seniors at a wonderful event. Seniors were delighted to dance with the younger generation and had a great night full of festivities including live entertainment, dinner, dancing, and dessert.

Teen Concert: In April 2018, the Commission hosted a Teen Concert featuring local middle school and high school bands. The community showed their support to the youth in our community by attending this free concert.

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

1. City Sponsored Eggstravaganza, Halloween Spooktacular & Breakfast with Santa events
2. Caroling during the holidays at Prospect Manor and South Pasadena Care Center



City Council Agenda Report

ITEM NO. 15

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Craig Koehler, Finance Director 

SUBJECT: **Approval of a Professional Services Agreement with Matrix Consulting Group for a Comprehensive User Fee and Charges Study in an Amount Not to Exceed \$34,500**

Recommendation

It is recommended that the City Council approve a professional services agreement with Matrix Consulting Group for an amount not to exceed \$34,500.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

The City of South Pasadena is looking to conduct a Comprehensive User Fee and Charges Study. The scope of work will allow the City to accurately account for the full cost of providing fee-related services, as well as identify areas where services are currently being subsidized. The RFP was issued on October 29, 2018, and the City received proposals from the following Firms: Michael Baker International, MGT Consulting Group, and Matrix Consulting Group. Proposed fees for the project by the consultants are:

Michael Baker International	\$43,475
Matrix Consulting Group	\$34,500
MGT Consulting Group	\$32,480

An internal review committee determined the proposal submitted by Matrix Consulting Group best fits the City of South Pasadena at this time. They are one of the leading firms in California and the country qualified to evaluate operations and management of government services and have in-depth knowledge of costs and fees. They also have an office in Irvine for easy access to the City.

Their qualifications and references are excellent, and they have notable fee study experience with other local municipalities, which include the cities of Pasadena, Manhattan Beach, Montebello, Orange, and South El Monte. Matrix Consulting Group also recently conducted an operational review for the City's Planning & Building Department to evaluate current processes, organizational and operational staffing, and best practices assessment.

Matrix Consulting Group is available to begin work immediately. The estimated timeline for this work is approximately 16 weeks after a written notice to proceed and is predicated on timely receipt of requested data from the City. The completed fee study will coincide with the budget process for the Fiscal Year 2019-20 budget.

Staff has contacted the references provided by Matrix Consulting Group for similar projects completed and has confirmed the work was completed in a satisfactory and timely manner.

Background

In accordance with the City's Strategic Objectives, staff requested qualifications from various consultants for a Comprehensive Fee Study. The City's last comprehensive user fee update occurred in 2010. User fees were recently adjusted by a cumulative CPI adjustment, and on May 2, 2018, Council approved a 10.57% cumulative CPI adjustment to the fees. The scope of this project includes a review of current user fees and service levels. The Matrix project team will work with City staff to understand the services currently being provided, determine time estimates associated with current fees structures, conduct a market survey of comparable fees with other jurisdictions, assist with developing and enhancing departmental policies, and recommend modification to fee schedules and structures to best reflect services provided by the City.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Funding for this is included in the Finance Department, Contract Services, Account 101-3010-3011-8180.

Public Notification of Agenda Item

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

Attachment: Professional Services Agreement with Matrix Consulting Group



CONTRACT APPROVAL COVERSHEET

Project Name: Comprehensive User Fee and Charges Study		Approval Authority Department Head (< \$10,000) <input type="checkbox"/>	
Department: FINANCE		City Manager (< \$25,000) <input type="checkbox"/>	
		City Council (> \$25,000) <input checked="" type="checkbox"/>	
Date: 12/19/18		City Council Approval Date:	
Submitted By: Craig Koehler	Ext: 312	Agenda Item #:	
Contract Approval Routing			
	Name	Approval (Initials)	
Contracts Coordinator			
Department Director	Craig Koehler	<i>CK</i>	12/10/18
Finance Director	Craig Koehler	<i>CK</i>	12/10/18
City Attorney	<i>Teresa Highsmith</i>	<i>Emailed</i>	<i>12/10/18</i>
Purpose of Contract/Scope of Services			
Contract with Matrix Consulting Group to perform comprehensive user fees and charges study.			
Document Checklist			
Insurance Requirements Met? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Additional/Special Insurance or Bond Required: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Financials			

Contract Amount: Not-to-exceed \$34,500	Contract Term: One Year
Accounts to Encumber: 101-3010-3011-8180	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Matrix 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 Matrix Consulting Group (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Comprehensive User Fee and Charges Study.
- 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 November 21, 2018 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 Craig Koehler. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty-Four Thousand, Five Hundred Dollars (\$34,500).
- 3.5. "Commencement Date": December 19, 2018.
- 3.6. "Termination Date": December 18, 2019.

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. Courtney Ramos 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: Comprehensive User Fee and Charges Study for the City of South Pasadena.
 - 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: Human Resources, 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

Craig Koehler
City of South Pasadena
Finance Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7252
Facsimile: (626) 403-7251

If to Consultant

Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, CA 94040
Telephone: (650) 858-0507
Facsimile: (650) 917-2310

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”
Matrix 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: _____

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES (City of South
Pasadena / Matrix Consulting Group) Exhibit A
Scope of Services

- **Review current fees and service levels:** The project team will work with City staff to understand the services currently being provided, and modify fee schedules and structures to best reflect those services. Additionally, the project team will help outline service level assumptions (i.e. number of plan reviews or inspections). This would take into account any proposed service or process changes due to the City's auditing of its development review processes.
- **Determine time estimates:** The project team will work with City staff to revise or develop new time estimates associated with current and proposed permits or fees. These time estimates will take into account any process efficiencies, staffing changes, and in-house vs. contracted staffing levels.
- **Develop fee recommendations:** Based on data collected, and after discussions with City staff, the project team will make recommendations on deposit / actual cost fees, including recommendations for moving current permits to flat fees, or transitioning flat fees to deposit based fees to help achieve cost recovery.
- **Jurisdictional comparisons:** The project team will conduct a comparative survey to help the City understand where its current and proposed fees are within the market. In addition to this survey, the project team will also benchmark the City against other jurisdictions relating to cost recovery.
- **Policy development:** The project team will work with City staff to develop or enhance departmental policies that regulate cost recovery, to ensure that current assumptions and reasonings are documented. These policies will help guide the department in fee-setting, and ensure that goals and objectives are clearly laid-out and when they have been achieved.

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES (City of South
Pasadena / Matrix Consulting Group) Exhibit B

Fees

	PM	Lead	Analyst	Total Cost
Initial Documentation	0	2	2	\$500
Project Kick-off	2	2	2	\$900
Current and Potential Fees	6	8	10	\$3,400
Data Workshops	8	12	16	\$5,000
Total Cost Analysis	4	10	18	\$4,100
Analysis of Recoverable Revenue	0	4	10	\$1,600
Rate Comparison	0	4	18	\$2,400
Review / Revise Results	8	18	16	\$5,900
Prepare Final Report	6	8	14	\$3,800
Master Fee Schedule & Policy	4	4	8	\$2,200
Present Final Report	8	4	0	\$2,200
Fee Study Update & Implementation	2	4	0	\$1,000
Total Hours				
Hourly Rate	\$200	\$150	\$100	
Total Professional Fees	\$9,600	\$12,000	\$11,400	\$33,000
Travel				\$1,500
Total Project Cost				\$34,500

The Matrix Consulting Group proposes to perform the above tasks and services for a fixed-price "not-to-exceed" fee of **\$34,500**. This fixed price fee includes all of our proposed on-site visits for the kickoff meeting, current and potential fees, data workshops, fee revisions, master fee schedule / policy development, final report presentation, and provision of on-site training and implementation. Our typical practice is to bill for hours worked on a monthly basis.

Should the City require additional services, the above rates would be applied for work conducted in relation to the above outlined scope.

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City Council Agenda Report

ITEM NO. 16

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Steve Fjeldsted, Director of Library, Arts and Culture
Cathy Billings, Assistant Library Director *CB*

SUBJECT: **Approval of 5-year Term Agreement with SirsiDynix for Symphony Software as a Service (SaaS) Integrated Library System Products and Services in the amount of \$222,121**

Recommendation

It is recommended that the City Council approve a five-year term agreement with SirsiDynix to provide Symphony integrated library system (ILS) products and services to the South Pasadena Public Library. Products and services include migration of customer and bibliographic data to a new database, secure off-site hosting of the data on SirsiDynix servers, a core ILS package with modules for cataloging, circulation, acquisitions and analytics, a mobile library app, connections for third-party equipment (e.g. self-checkout kiosks), and maintenance and support.

Commission Review and Recommendation

This matter was presented to the Library Board of Trustees at their December 13, 2018 meeting.

Community Outreach

The public has had the opportunity to comment on this item at the December 19, 2018 City Council meeting and at the December 13, 2018 Library Board of Trustees meeting.

Discussion/Analysis

The Library proposes entering into a five-year agreement with the library automation vendor SirsiDynix to provide a complex package of software and services, commonly known as an ILS. The Library has been a SirsiDynix customer since 1989. This agreement takes the place of the seven-year agreement signed in 2010. The agreement will provide the core ILS components that the Library's previous agreement provided, including cataloging, collection management, customer management, and circulation functionalities. New products and services specified in the proposed five-year agreement include:

1. Migration of the Library's data from an obsolete database hosted on a local server to a new Oracle database hosted by SirsiDynix on an off-site server.
2. BLUEcloud Mobile, a mobile library app.
3. BLUEcloud Analytics, a sophisticated analytics and reporting module.

4. Materials Acquisition module.
5. Unlimited SIP2 (Standard Interchange Protocol) connections for third-party products.

These new products and services are critical to the Library's mission, which includes the implementation and use of contemporary technologies. In addition, recommendation #11 from the South Pasadena Public Library Operations Study, which was received and filed by the City Council at their May 4, 2016 meeting, calls for the purchase or licensing of a library services app, which is included in this agreement..

There are many benefits of entering into this agreement. The mobile app will provide customers easy access to their account information, the library catalog, and digital collections. Unlimited SIP2 connections for third-party products enable the library to implement customer-friendly services like self-checkout machines and laptop checkout kiosks. BLUEcloud Analytics provides sophisticated data analysis tools and reporting capabilities that surpass those currently available to the Library. Customizable reports allow multiple data points to be analyzed and compared, providing information that supports management of Library collections and discovery of customer preferences and needs.

Alternatives Considered

No other library automation vendors were considered to provide these products and services. The library automation market has a limited number of vendors. Individual libraries generally have a long-term relationship with a single vendor because migration to a new ILS system is a costly, lengthy project that requires dedicated staffing. SirsiDynix has reliably and successfully satisfied South Pasadena Public Library's automation needs for almost 30 years, and staff does not recommend considering an alternate library automation vendor at this time. The proposed 5-year agreement continues and builds upon the proprietary SirsiDynix applications that are currently used by the Library.

Staff considered two options for storing the data that will be migrated from the existing obsolete database. The Library could either engage SirsiDynix to upgrade the on-site Dell production server, or host the server and data off-site. Off-site hosting is the most cost effective of the two options and provides many benefits that an on-site server does not, including seamless and timely hardware and software upgrades handled by SirsiDynix (rather than by Library and Acorn Technologies staff) and secure long-term storage of data independent of Acorn Technologies.

Next Steps

1. Amend existing Fiscal Year (FY) 2018-19 SirsiDynix Purchase Order No. 19150 to cover increased costs.
2. Implement Symphony Software as a Service (SaaS) integrated library system products and services.
3. Publicize the Library mobile app via press releases, the Library website, social media, and in-person outreach upon completion of implementation.

Background

In 2018, the South Pasadena Public Library’s ILS functionality has remained essentially unchanged since 2010, with few exceptions. In summer 2016 the Library added a product that would support circulation transactions on Wi-Fi enabled devices. In 2018 the Library implemented its biggest library automation upgrade in years by signing an agreement with SirsiDynix for the public catalog interface product “Enterprise” and eResource Central, which integrates the Library’s digital collections into its catalog. The products and services included in the proposed 5-year agreement are the next logical upgrades to the critical technology that supports core Library services.

The backbone of modern library services is a complex system of integrated hardware and software known as an ILS. An ILS usually comprises a relational database, software to interact with that database, and graphical user interfaces for customers and staff. In an ILS software functions are separated into discrete programs called modules, which are integrated with a unified interface. Examples of modules include acquisitions (for ordering, receiving, and invoicing materials); cataloging (for classifying and indexing materials); circulation (for lending materials); serials (for tracking magazine, journal, and newspaper holdings); and the online public access catalog (or OPAC, which is the web-based public user interface). A modern ILS must be able to aggregate data from multiple sources and make it easy for customers to access and discover information. It must also support cloud-based functionality and the mobile device compatibility that customers desire.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There are sufficient funds in the FY 2018-19 Budget in the Contract Services account (No. 101-8010-8011-8180) to pay for the SirsiDynix products and services specified in the proposed five-year agreement. SirsiDynix will not increase SirsiDynix products and services in years two through five of the Initial Term unless a Third Party vendor increases pricing during the term.

Year 1 cost is \$56,361, which includes the one-time expense of migrating data from an obsolete database to an Oracle database, as well as a discount of \$10,430. Subsequent cost is \$41,440 each for years 2 through 5, subject to price increases from Third Party vendors.

Component	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix Products	\$48,361	\$41,190	\$41,190	\$41,190	\$41,190
SirsiDynix Services	\$18,180	-	-	-	-
Third Party Products	\$250	\$250	\$250	\$250	\$250
Discount	(\$10,430)	-	-	-	-
Subtotal	\$56,361	\$41,440	\$41,440	\$41,440	\$41,440

The increase to cover the new products described in this report includes the mobile app and offsite server app and hosting.

Approval of 5-year Term Agreement with SirsiDynix for Symphony Software as a Service
(SaaS) Integrated Library System Products and Services
December 19, 2018
Page 4 of 4

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. Quote 94473 for South Pasadena Public Library – SaaS 2018
2. Master Agreement Between South Pasadena Public Library and SirsiDynix

ATTACHMENT 1
Quote 94473 for South Pasadena
Public Library SaaS 2018

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020



QUOTE

Quote 94473 for:

South Pasadena Public Library

South Pasadena - SaaS 2018

Quote valid until: December 31, 2018
Prepared by: Tina Beecroft,
Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Quote Information

General and/or Custom Services Statement of Work

Enterprise & eRC was purchased prior outside of this agreement in December 2017. Services will continue as per the agreement.

This agreement has unlimited SIP2 connections so once implemented & live this would supersede any current items we bill SIP2.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3	Estimated Year 4	Estimated Year 5
SirsiDynix Products	48,361	41,190	41,190	41,190	41,190
SirsiDynix Services	18,180	-	-	-	-
Third Party Products	250	250	250	250	250
Discount	(10,430)	-	-	-	-
Subtotal	56,361	41,440	41,440	41,440	41,440

Initial Term: Five (5) Years

Initial Term Estimated Annual Price Increase for SirsiDynix Products/Services: 0% until Term Renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services. The term "Estimated" listed above years 2-5 in the Purchase Details table above is provided in the event the Customer should purchase other add-on products/services throughout the Initial Term as well as to allow for Third Party vendor increases of which SirsiDynix has no control. If no add-on products/services are purchased and Third Party vendor pricing doesn't increase, pricing shall be as provided within the Purchase Details table above for years 2-5.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		48,361
SirsiDynix Symphony SaaS Subscription		24,200
Includes:		
Application Services powered by SirsiDynix Symphony, Cataloging and Authority Control, Circulation and Offline Circulation, Inventory, Reports, Z39.50 server.		
BLUEcloud Analytics Platform Plus, Annual Subscription	1	2,400
BLUEcloud Mobile, Annual Subscription	1	6,171
SaaS User Level - 25 Staff seats	1	Included
SirsiDynix Symphony SaaS 9xx, Per User	1	1,550
SirsiDynix Symphony SaaS Acquisitions	1	6,050
SirsiDynix Symphony SaaS Debt Collection Agency Interface	1	1,940
SirsiDynix Symphony SaaS Unicode Server Extension	1	Included
SirsiDynix Symphony SaaS Universal SIP2	1	6,050
SirsiDynix Services		18,180
Consulting:		
BLUEcloud Analytics Q and A, Distance, Annual Subscription	1	Included
BLUEcloud Mobile App and Template Branding	1	250
BLUEcloud Mobile SureStart-1, Distance, Two two hour phone call	1	700
SureStart-3	1	2,980
Unicode Planning/Implementation Workshop	1	350
Data Services:		

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

COMPONENT	Qty	Total Price Year 1
Symphony Oracle Migration Data Services	1	2,480
Product Delivery:		
BLUEcloud Mobile Installation	1	250
Symphony Add-On Module Software Installation	1	900
Symphony ISAM to Oracle Platform Migration (remote)	1	6,500
Project Management:		
Project Management for all products in this Quote	1	3,600
Training:		
BcMOBI-2202 BLUEcloud Mobile, Self-Paced	1	Included
BLUEcloud Analytics Package of courses, Self-Paced	1	Included
SYM520 Symphony Acquisitions: 9XX/MARC Order Loading, Group	1	170
Third Party Products		250
Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription	1	250
Discount		(10,430)
VIP		(7,160)
Services Discount		(3,270)
Quote Total		56,361

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDyNix Products

SirsiDyNix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports.

Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus.

SirsiDyNix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDyNix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

BLUEcloud Analytics Platform Plus, Annual Subscription

Minimum requirements: Symphony 3.3.1 or Horizon 7.3.3.

The BLUEcloud Analytics Platform provides a web-based, cloud-hosted suite of data-mining and OLAP tools with the following functionality:

- Unique view of data warehouse for analysis of your institution, collections, and users
- Supports advanced and predictive analysis to establish trends and patterns
- Presentations for effectively communicating to boards and administrators
- Drill anywhere capabilities, users can view summary-to-detail-level data
- Robust security, flexible information distribution/collaboration, and easy self-service analysis
- Ability to print, download, and e-mail data and graphs in a variety of formats (Microsoft Excel® and PowerPoint®)

This Plus package provides 3 years of transaction data, 8 Reporter accounts, 2 Creator accounts and 10 Premium Feature Credits. These Credits expire at the end of each subscription year. Storage of Custom Data is an optional extra.

BLUEcloud Mobile, Annual Subscription

BLUEcloud Mobile helps library users on Android or iOS devices discover physical and digital library resources, learn about library events and services, and self-manage their accounts. The application supports RFID and NFC services for self-checkout and in-library messaging. This offering combines the mobile development efforts of Solus LTD with BLUEcloud services like Search and eResource Central. One subscription entitles the library to one app which will connect to one SirsiDyNix Symphony or Horizon database only.

Minimum release: Symphony 3.5.2 or Horizon 7.5.4 and Web Services 2017.01

SaaS User Level - 25 Staff seats

SirsiDyNix Symphony SaaS 9xx, Per User

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

SirsiDyNix Symphony SaaS Acquisitions

SirsiDyNix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDyNix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

SirsiDynix Symphony SaaS Debt Collection Agency Interface

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management.

SirsiDynix Symphony SaaS Unicode Server Extension

SirsiDynix Symphony Unicode Server Extension enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. In addition, library users accessing your electronic library can search, store, and retrieve Unicode-based international character sets as well.

SirsiDynix Symphony SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

SirsiDynix Services

Consulting

BLUEcloud Analytics Q and A, Distance, Annual Subscription

The BLUEcloud Analytics Q and A Subscription provides unlimited access to Consultant led Q and A sessions. Two sessions per month are offered. Attendees are encouraged to bring their questions, projects and issues to the each session. Consultants will address issues presented by customers.

BLUEcloud Mobile App and Template Branding

Includes the creation of logos, icons, and color schemes for app store listings and in app visual assets. This work is usually done using a high quality logo from the customer.

BLUEcloud Mobile SureStart-1, Distance, Two two hour phone call

SureStart is a layer of consulting support designed to smooth the transition to BLUEcloud Mobile by addressing configuration issues like search limits, profiles, etc

SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to a new ILS platform. SureStart is a resource for the entire staff, not just system administrators. SureStart addresses issues outside the scope of education services training

Unicode Planning/Implementation Workshop

The purpose of the Unicode Planning/Implementation Workshop is to offer all clients who purchase the Unicode Server Extension License a workshop to ensure their library staff and patrons have a positive and successful transition to Unicode functionality. The workshop consists of one 2-hour webinar planning session. The webinar will be scheduled prior to the site beginning work with a project manager.

Data Services

Symphony Oracle Migration Data Services

SirsiDynix will export a library's Informix databases and import them into Oracle for any Unicorn or SirsiDynix Symphony client. All modules currently in use will be migrated to the new database application.

Product Delivery

BLUEcloud Mobile Installation

Includes enabling of the product and basic configurations in Web Services, BLUEcloud Central.

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Symphony Add-On Module Software Installation

Activation of SirsiDynix Symphony/Unicorn add-on module as per specified. Price is per module.

Symphony ISAM to Oracle Platform Migration (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. Non embedded Oracle installations must meet SirsiDynix Oracle requirements

Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

Training**SYM520 Symphony Acquisitions: 9XX/MARC Order Loading, Group**

One seat in a group distance instructor-led course for Acquisitions: 9XX / MARC Order Loading. Learn to load orders placed directly with vendors into WorkFlows. After completing this course, you will be able to:

- Identify and understand the steps needed to prepare for/MARC Order Loading/ 9XX.
- Use the MARC Order Import Utility wizard.
- Run the Load Bibs with Order Info report.
- Run the Load Flat Order Records report.

BLUEcloud Analytics Package of courses, Self-Paced**BcMOBI-2202 BLUEcloud Mobile, Self-Paced****Third Party Products****Solus Services for BLUEcloud Mobile App Delivery, Annual Subscription**

Includes creation of iTunes App Store and Google Play listings and metadata and the deployment of the apps to each marketplace.

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Terms and Conditions

Current Contract License Limits:

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 500,000 annually circulated items and up to 25 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than five (5) years and shall automatically renew for 12-month renewal terms with Customer's consent. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SaaS Migration

- 100% of Year 1 total due on date of initial live use of SaaS Services

Payment/Invoices while Migrating to the Cloud/SaaS- During the transition from a locally hosted system to a Cloud/SaaS services, annual Maintenance for the locally hosted system must be timely paid for the entire

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invoiced period to avoid interruption in receiving support and updates. Once your Cloud/SaaS services "Go Live", SirsiDynix will issue a pro rata credit for the unused portion of the previously paid Maintenance to be used against future billings.

Third Party Products

- 100% due upon installation of third party products

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

Signature(s)

**Customer Signature:
South Pasadena Public Library**

Sirsi Corporation dba SirsiDynix Signature:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Billing Address:

South Pasadena Public Library
1100 Oxley Street
South Pasadena
California 91030
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

ATTACHMENT 2
Master Agreement Between South Pasadena
Public Library and SirsiDynix

MASTER AGREEMENT BETWEEN SOUTH PASADENA PUBLIC LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform

migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

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and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if

service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

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parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by

law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. **6.1.2** SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify

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SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("**Initial Term**"). The Initial Term shall renew for 12-month renewal terms with Customer's consent. Customer's payment of its annual maintenance invoice at the beginning of each renewal term shall be considered sufficient consent to renew. The Initial Term and renewal terms are referred to as the "**Term**".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or

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by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees), and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

10.16 Governing Law and Venue. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

Customer Initial and Date: _____

END OF MASTER AGREEMENT

South Pasadena Public Library 1100 Oxley Street South Pasadena, California 91030	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Customer Initial and Date: _____

Exhibit A - DEFINITIONS

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party

products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____



City Council Agenda Report

ITEM NO. 17

DATE: December 19, 2018
FROM: Stephanie DeWolfe, City Manager
PREPARED BY: Marc Donohue, Chief City Clerk
SUBJECT: Adoption of an Administrative Minutes Policy

Recommendation

It is recommended that the City Council adopt an Administrative Minutes Policy for the City Council and all Advisory Bodies.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

There are three basic types of formats for minutes – action, summary, and verbatim. Action minutes reflect the action taken, including the maker and second of motions and the vote on each motion. The content of presentations and discussions are not included in action minutes. Summary minutes include the information in action minutes plus a summary of points discussed and individuals' comments. Verbatim minutes are a “word by word” transcript of the proceedings.

Currently, summary minutes are being prepared for all City Commissions. On average, the time to prepare summary minutes takes 2 ½ times the length of the meeting. With 13 committees meeting at least once per month for two to three hours there is an approximate savings of 1,200 hours annually that can be redirected to higher priority projects and customer service. Transitioning to action minutes would streamline the process and allow for a more efficient use of staff time. For this reason, staff recommends that a Minutes Policy be adopted to convert the City Council and all Advisory Bodies from summary minutes to action minutes.

For some time now, staff has been preparing City Council minutes in an action minutes format while all Advisory Bodies are still being prepared in a summary minutes format. This is in large part due to the fact that City Council meetings are broadcasted and recordings are available on the City website 24/7. However, beginning in January/February 2019, all commission meetings will be recorded with the help of a new partnership with Granicus Software. Granicus will allow for commission meetings to be recorded, bookmarked, archived on the City website, and available 24/7, allowing for easier access by the public. These recordings will serve as official record of discussion, while the action minutes will record the motions and votes.

With 16 advisory body meetings at least once per month for 2-3 hours, the time savings is approximately 1,000 hours of staff time. That time can be directed to higher priority projects and customer service.

Next Steps

1. If adopted by the City Council, the Administrative Minutes Policy will be taken to all City Advisory Bodies as a receive and file report at their next meetings.
2. City staff who serve as liaisons to Commissions will also go through training to operate the new Granicus system.

Background

General Law cities are required to keep a correct record of proceedings of City Council meetings (Government Code Section 36814 and 40801). The Government Code does not specify a format for keeping this record. Currently, there is no policy that has taken any action in establishing the types of minutes that should be prepared.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

Adopting this policy is expected to significantly reduce the amount of hours that staff has been dedicating to minutes.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA).

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: Administrative Minutes Policy

**City of South Pasadena, CA
Administrative Policy**



Subject: Minutes Policy	
Original Date: 12/19/2018	Responsible Party: Management Services Department
Revision Date: N/A	Approved by: City Council

PURPOSE

To establish a policy for preparing minutes for the City Council and all Advisory Bodies.

BACKGROUND

General Law cities are required to keep a correct record of proceedings of City Council meetings (Government Code Section 36814 and 40801). The Government Code does not specify a format for keeping this record.

POLICY

Legislative body minutes shall be prepared in a manner consistent with the intent of the Government Code. All components of minutes shall be for the primary purpose of memorializing decisions made by the legislative body. All minutes for City Council, Commission, and Committees subject to the Brown Act shall be created in an action minute format.

The main purpose of action minutes is to record final decisions made by the legislative body. Minutes will document the record of what actions were taken by the governing body, not what was said. The benefits of action minutes are:

- Provides brevity and clarity for audits and judicial review
- Reduces staff time and provides cost savings for archival supplies
- Removes staff interpretation of statements and determination of what comments should be included
- Eliminate ambiguity by omitting discussion not relevant to the final decision
- Places emphasis on collective City Council/Commission/Committee decision-making

Public Comments will identify the name of the speaker, their city of residence and/or organization they represent (if provided by the speaker), and identify the subject to which their comments are being submitted. If commenting on a specific agenda item, the minutes will record the speaker's name, their city of residence and/or organization they represent (if provided), and identify if they are speaking in support or opposition of that item.



City Council Agenda Report

ITEM NO. 18

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Daniel Ojeda P.E., Interim Public Works Director *DO*
Alex Chou, Associate Civil Engineer *AC*

SUBJECT: Award of Contract to KOA Corporation for Systemic Safety Analysis Report (SSAR) Preparation in an Amount Not-to-Exceed \$199,820

Recommended

It is recommended that the City Council accept the proposal dated July 25, 2018 from KOA Corporation for preparation of the Systemic Safety Analysis Report (SSAR) and authorize the City Manager to execute an agreement with KOA Corporation for an amount not-to-exceed \$199,820.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

In June 2017, the City of South Pasadena (City) was awarded \$200,000 in grant funding by Caltrans under the Systemic Safety Analysis Report Program (SSARP). The SSARP is a program to assist local agencies in a system-wide approach to safety analysis, and consequently identify projects that qualify for Caltrans' Highway Safety Improvement Program (HSIP) grant funding. The SSAR, upon completion, will contain the necessary information and findings (i.e. benefit/cost analysis) to compete for HSIP funds.

South Pasadena Municipal Code Section 2.99-29(12) states "Professional and Contractual Services. 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 December 2017, the City issued Request for Proposals (RFP) for preparation of the SSAR. The RFP was advertised on the City's website, as well as directly mailed to several engineering firms. In January 2018, the City received one proposal from KOA Corporation in Monterey Park. After careful evaluation and discussions with Caltrans, the limited response appeared partially attributable to SSARP being a new type of program, and that few companies have experience with preparing a SSAR.

In July 2018, the City re-issued the RFP attempting to obtain more proposals. Subsequently, the City again received only one proposal from KOA Corporation. The City consulted with Caltrans, as well as other cities and engineering companies. In Southern California, the six companies below have recently engaged and/or completed SSARs. Of these companies, KOA and Advantec are located in Los Angeles County; however, Advantec was directly on the RFP mailing list both times and did not respond.

- Advantec Consulting Engineers, Diamond Bar
- Albert Grover & Associates, Fullerton
- Chen Ryan Associates, San Diego
- Fehr & Peers Transportation Consultants, Irvine
- Kimley-Horn and Associates, Inc., Orange
- KOA Corporation, Monterey Park

On November 19, 2018, the City received approval (attachment 2) from Caltrans to proceed with KOA for the SSAR. Of particular considerations by Caltrans are the following: (1) Reasonable efforts have been made attempting to obtain proposals from three qualified companies; (2) The SSAR is expected to take approximately 13 months to complete; (3) Given the next HSIP grant submittal is anticipated in Spring 2020, re-issuing the RFP the 3rd time may risk the City from not completing the SSAR in time for the HSIP grant application; and (4) KOA is qualified and experienced in SSAR preparation.

KOA is a traffic and civil engineering firm with extensive experience in signage and marking inventory, as well as system safety analysis. Additionally, KOA has recently engaged and/or completed SSARs for the cities of Los Angeles, Fontana, Twenty-nine Palm, El Monte, and San Bernardino.

Next Steps

1. After execution of the PSA, the Consultant will be directed to timely complete the SSAR.
2. The completed SSAR will be utilized for the next HSIP grant application.

Background

The SSAR for the City will generally include the following work elements: (1) Inventory citywide signage, pavement markings, and curb markings; (2) A GIS based system for the signage/markings for ongoing use; (3) Review all signage and markings to ensure compliance with the latest state standards; (4) Conduct safety analysis with focuses near school zones, senior centers, and high pedestrian/bicycle traffic areas; and (5) Prepare SSAR with projects recommended for HSIP funding.

On June 6, 2018, City Council adopted Resolution No. 7557, approving Program Supplement No. Q78 with Caltrans for SSARP funding reimbursement. The SSARP grant is for a total project expenditure of \$200,000, with 10% local match (\$20,000) from the City and 90% (\$180,000) from the State. Caltrans has since approved proceeding with KOA for preparation of the SSAR.

Legal Review

The City Attorney has been asked to review this item.

Fiscal Impact

The 10% local match of \$20,000 is available in Capital Fund Account No. 104-9000-9203-9203-000. The balance of \$180,000 will be temporarily funded by the City and reimbursed by the State.

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."

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-KOA Corporation
2. Approval Letter from District Local Assistance Engineer (DLAE)

ATTACHMENT 1
Agreement – KOA Corporation

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / KOA Corporation)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s July 25, 2018 proposal to City attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for these projects is Daniel Ojeda, Interim Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for these projects. 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 Ninety-nine Thousand Eight Hundred Twenty Dollars (\$199,820).
- 3.5. "Commencement Date": December 19, 2018.
- 3.6. "Termination Date": December 18, 2019.

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. Min Zhou shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and

this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, "Exhibit B." Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 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." 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: Systemic Safe Analysis Report (SSARP) for the Citywide Inventory of Signs, Pavement Markings, and Curb Markings.
 - 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 projects and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City:

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

If to Consultant:

Min Zhou
KOA Corporation
2141 W. Orangewood Ave.
Orange, CA 92868
Telephone: (714) 573-0317
Facsimile: (714) 573-9534
E-mail: mzhou@koacorp.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”
KOA Corporation

By: _____
Signature

By: 
Signature

Printed: _____

Printed: Min Zhou

Title: _____

Title: Deputy CEO

Date: _____

Date: 11/19/18

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

TASK 1: PROJECT MANAGEMENT

Task 1.1: Kickoff Meeting

KOA will provide the meeting agenda and prepare the meeting minutes. This kickoff meeting will serve to define the goals and objectives as well as confirm expectations on the part of the City and KOA for the project and establish lines of communication for the continued progress of the project.

Task 1.2: Field Inventory Procedures

Through previous inventory and database management work, KOA has adopted a practical methodology for conducting inventories. We will review the proposed field inventory procedures with the City's project manager to receive concurrence before initiating the field inventory process. This will ensure that the appropriate data is collected in the field and used to properly develop the field inventory database. The procedure is as follows:

- Step 1: Define and map study area (four quadrants of the City)
- Step 2: Define field inventory templates and inventory database
- Step 3: Conduct training and pilot field work
- Step 4: Conduct field inventory
- Step 5: QA/QC field inventory data
- Step 6: Finalize ArcGIS and KMZ inventory database
- Step 7: Submit all inventory data to the City

Task 1.3: GIS Database/Field Inventory Template Design

Since field inventory is a labor-intensive process, the database and inventory template to be used in the field will need to be well designed. Based on the inventory attributes, the team will modify our current data dictionary that facilitates data entry in the field through simple-to-use drop-down menus and check-boxes to accommodate the needs of the City. This drop-down menu and check-box system reduces data entry errors through the use of pick-list domains and types of data to be entered (date field, text field, numeric field, and drop-down menu). KOA has established an automatic data uploading/processing procedure as an important component of our QA/QC process for managing the data. KOA will modify our existing inventory template to match the City's requested traffic control device attributes. Other data fields may be included in the GIS database for future data input, such as replacement dates, contact information, and other desired information.

The City currently does not have an inventory of its existing traffic signs, pavement markings, or curb markings. The City doesn't own a GIS software license either. Therefore, KOA will develop both an ArcGIS based database and a Google Earth based database for the City. The proposed inventory and management database will be organized into the four study area quadrants and will be approved by the City prior to entering data to ensure compliance with the City's requirements.

KOA will develop the GIS-based inventory database and management layer to document the inventories and conditions assessment of the data collected. The database will include the ability to receive inventory updates, maintain historical information, conduct a search of particular traffic control devices, and track installation and maintenance activities. Digital photos will be linked to the locations in the database. Based on our experience, the most efficient way is to utilize the GeoSetter software to create a photo database in KMZ format through Google Earth.

Task 1.4 Management of the SSARP Grant

As part of this project, KOA will manage the SSARP grant for the City. We will work with the City to get all of the paperwork needed to launch this project, as well as provide all the documentations to get reimbursed from the Caltrans Local Assistance Department. KOA has extensive experience in managing SSARP and HSIP grants for multiple local jurisdictions and we are familiar with the Caltrans Local Assistance Program.

TASK 2: FIELD INVENTORY

Task 2.1: Signage Inventory

KOA will conduct a detailed inventory of all existing signage along City-owned roadways, excluding Caltrans' facilities. We believe that bringing all signage in the City up to the current standard is the highest priority for the City. KOA and NDS field crews, consisting of experienced transportation planners/engineers/GPS data collection technicians, will utilize the updated and approved template to inventory all of the existing traffic signs, including regulatory, warning, guide, street name, general information, and non-standard traffic signs found along the City-owned and maintained roadways.

Each traffic sign will be field-reviewed to obtain all documentation needed for inventory and maintenance purposes. KOA proposes that each sign shall be reviewed and receive the following documentation through the sign inventory:

Sign Type:

The existing sign shall be identified and recorded in the GIS database according to the appropriate CA-MUTCD sign code and description. If an existing sign has an advisory that is different or has additional information to the standard sign advisory, it will be

recorded in the database to determine if the current sign advisory is appropriate for the sign location.

Pole Type/Sign Mounting Type:

Traffic signs are installed on a variety of poles or mountings that are appropriate for the location. The existing sign pole type or mounting type will be identified and recorded in the GIS database. This information can be used to determine if the sign pole type or mounting type is appropriate or needs to be replaced with a different pole type or mounting type.

Sign Conditions:

Each existing sign will be reviewed in the field to determine the overall sign conditions. The sign will be reviewed and evaluated based on seven criteria: dirty, bent, cracked, faded, obscured, and tilted. These sign condition criterion will be recorded in the GIS database for each sign inventoried. This information will be used to assess each sign and determine if the sign requires maintenance or replacement. Sign Photograph All existing signs will be photographed in the field for inventory and maintenance purposes. The photograph will be linked to the specific sign in the GIS database. This will assist in verification of the sign conditions and maintain a historical record for future replacements.

Location (X, Y Coordinates):

The existing sign shall be located using accurate global positioning (GPS), identified by latitude and longitude using the state's coordinate system. Locations with multiple signs on a common mounting shall be inventoried separately for sign-type inventory purposes.

KOA will provide ongoing engineering quality control checks in the office and in the field. On a weekly basis, staff will review new inventory records and identify any records that should be rechecked or corrected. The following are some examples of what must and will be monitored by KOA:

- Incorrect entry of sign type, sign conditions, pole type, etc.
- Missing signs along the route
- GPS coordinates recorded incorrectly

Once the data has been collected and input into the database, KOA's engineering staff will perform QA/QC checks for any conflicting or erroneous data received from the field inventory. Any suspected erroneous data that cannot be fixed or resolved with engineering judgment in the office will have to be revisited in the field.

Task 2.2: Pavement Marking Inventory

KOA will conduct a detailed inventory of all existing pavement markings within the City-owned roadways, excluding Caltrans' facilities. All existing pavement markings will be inventoried and uploaded to a GIS database that will include the pavement marking type and GPS location, identified by latitude and longitude. KOA's experienced engineering staff will review all existing pavement markings to determine if the

Task 2.3: Curb Marking Inventory

KOA will conduct a detailed inventory of all existing curb markings within the City-owned roadways, excluding Caltrans' facilities. All existing pavement markings will be reviewed and inventoried to be uploaded into a GIS database that will include, but which will not be limited to, curb color type, curb length, location, and words. The GIS database will also include the GPS location, identified by latitude and longitude.

Task 2.4: Miscellaneous Traffic Devices Inventory

KOA will conduct a detailed review and inventory of all existing miscellaneous traffic devices within the City, which will include, but will not be limited to, object markers, speed feedback signs, solar signs, etc. Each miscellaneous traffic device will be uploaded into a GIS database and will include its GPS location, identified by latitude and longitude.

Task 2.5: Traffic Sign Retro-Reflectivity Assessment

The latest CA-MUTCD identifies the minimum acceptable levels of retro-reflectivity to be maintained on traffic control signs. KOA proposes using the nighttime inspectest. A visual nighttime inspection of the existing sign retro-reflectivity can be conducted. This methodology is approved by FHWA and is more cost-effective than the daytime retro-reflectometer testing method. The nighttime visual inspection will be conducted from a moving vehicle and will conform to the 2007 Edition of the FHWA'S Methods for Maintaining Traffic Sign Retro-Reflectivity, Chapter 3, Assessment Methods for Nighttime Inspection. The inspection team will consist of a minimum of two persons: one person to concentrate on safe driving and the other to record deficient signs. Both team members will observe the signs. KOA proposes to use a full-sized pick-up, sport utility vehicle, or van for our inspection vehicle. The observer will be a senior citizen (over 60 years of age) with good eyesight and knowledge of sign types. Certain signs listed in the CA-MUTCD do not require a visual nighttime reflectivity evaluation.

The retro-reflectivity evaluations will be based on first viewing a relatively new sign and then making conservative judgments of the reflective quality of other signs. Signs partially or fully obstructed will be identified. Special consideration will involve advanced warning signs, usually placed to alert drivers to expect stops, signals, or curves

in the road ahead. The team will perform the inspection while driving at either posted speed limits or prevailing speeds and from the travel lanes, not the shoulder. The team will assess, as the vehicle approaches the sign, the sign's overall appearance in terms of brightness and legibility.

The advantages of the nighttime retro-reflectivity inspection method are that it is significantly cheaper and less time-consuming to conduct. In addition, since the signs are actually viewed at night in their natural surroundings, other factors such as signs being obstructed by vegetation, curving roads, or ambient lighting can be identified. The major drawback on the nighttime visibility method is that it can be subjective based on the visual acuity of the assessor. While the potential subjectivity of the nighttime visual inspection method cannot be ignored, it has been shown that trained inspectors can usually detect signs that are deficient at night and that should be replaced.

- From previous experience on other nighttime sign studies, we find that it quickly becomes evident which signs are lacking proper image reflectivity. The lack of adequate sign performance can include an incorrect angle facing traffic or signs in need of cleaning. Signs having external illumination will be inventoried.
- A nighttime survey will be performed after the initial daytime field data inventory. This will provide the field crew with an opportunity to verify the integrity of the database, whether the data record matches with the actual sign in the field, and whether there are any missing records in the database.

TASK 3: INVENTORY ASSESSMENT & QA/QC

Task 3.1: Assessment Criteria

During the field inventory process, the condition of each traffic control device is indicated in the database. Signs may be vandalized with stickers or graffiti, traffic signal head, back plates may become worn out and faded by the sun, and lighting poles may have been damaged by vehicles. During the field inventory process, the condition of each sign is indicated in the database. KOA's field inventory database template is designed to record seven sign condition fields, which include dirty, bent, cracked, faded, obscured, and tilted. Pavement markings and curb markings will include similar condition fields to evaluate the degree of maintenance or replacement needed for each pavement or curb marking. Assessment criteria will be finalized with the City and used to determine replacement thresholds for cost estimation.

The set of photos shown on the right were taken by KOA staff during our field work in the City for this proposal. It is believed that many signs/markings are in need of replacement or upgrade.

Task 3.2: Database Management

KOA will develop a GIS-based signage, pavement markings, and curb markings inventory database with management layers to document the inventory and condition assessment of the traffic control devices collected. The database will include the ability to receive inventory updates, maintain historical information, conduct a search of particular signs or markings, and track sign maintenance and replacement activities. The proposed inventory and management database will be approved by the City prior to entering data to ensure compliance with the City's requirements. A Google Earth KMZ database will also be developed and provided to the City.

Task 3.3: Detailed Inventory Reports

KOA will develop detailed sign inventory, pavement marking inventory, and curb marking inventory reports to provide all the required and necessary information for City's review and future use. The detailed inventory spreadsheets will be developed in the Microsoft Excel format.

Task 3.4: Conditions & Cost Estimate

KOA's experienced engineering staff will determine the amount of signage, pavement markings, and curb markings that require repairs or replacement. This may be broken down to the City listed Phase 1, Phase 2, and Phase 3 categories, as a tiered replacement plan. The replacement plan will also include signs which need replacement based on the retro-reflectivity assessment and signs which are no longer MUTCD-compliant. Signs, pavement markings, and curb markings may also be identified for removal if determined to be necessary, based on KOA's engineering assessment.

This information will be provided in a detailed itemized conditions and cost estimate summary within the SSAR. Cost estimates will include assumptions for new signs, pavement markings, and curb markings as well as replacement and removal costs. Items will be provided in a table format, accompanied by location maps of the City, which will be broken into grids for easy location.

TASK 4: SYSTEMIC SAFETY ANALYSIS REPORT (SSAR)

Task 4.1: Crash Analysis

Collision information from at least five of the most recent years will be acquired through the SWITRS website. For a comprehensive review, KOA may request additional collision data from the South Pasadena Police Department to supplement the data from SWITRS and TIMS.

The three major tasks to analyze collision data are to:

- Identify focus crash types (broadside, rear end are the two major ones in South Pasadena)

- Identify facilities to focus on (major arterials, collectors, etc.)
- Identify and evaluate risk factors (roadway/intersection characteristics, driver's age, etc.)

Task 4.2: Other Challenge Areas

To address the five challenge areas in the California SHSP, including pedestrians, bicyclists, speeding, intersections and aging roadway users, this SSAR will focus on reviewing the following challenge areas:

School Zone:

KOA will review all existing signage in school areas and determine if the signage levels are sufficient for pedestrian safety. Review and assessments will also be conducted at pedestrian crosswalks located mid-block and at signalized intersections.

Bicycling Roadways:

KOA will conduct a review of existing bicycling-related signs within bikeways to determine if sign standards are met and if additional signage is necessary to enhance safety for bicyclists.

Speed Limit Locations:

A review of existing speed limit signs, including electronic speed feedback signs, will be conducted to determine if the signs are the correct size, functioning correctly, and visible at night. All warning signs will also be reviewed to determine if sufficient signs are installed at the appropriate locations, if additional signs are necessary, or if signs need to be removed for instances they are no longer appropriate or are installed in an inappropriate location.

Intersection:

All existing signage at intersections will be reviewed to determine if sign messages are clearly portrayed and/or illustrated during all hours of a day. Intersections with the highest collision rates will be given priority to determine if safety improvements can be attained through sign improvements.

Aging Roadway Users:

A comprehensive review of all sign lettering size and sign dimensions will be conducted to determine if they are compliant with the latest CA-MUTCD standards for aging roadway users throughout the City, especially within senior center areas.

The above review and assessments for the challenge areas will be completed through the sign inventory process and through additional field reviews. Recommendations for sign

replacements or new sign installations will be summarized in table and graphic forms in the SSAR, for the City’s review and implementation.

Task 4.3: Priority List

Once the crash analysis is completed, corresponding countermeasures must be identified to address primary focus types, focus facilities and major risk factors. Countermeasures will be chosen from a list provided by the LRSM to identify potential systemic countermeasures. The recommended countermeasures will mainly be related to traffic signage, pavement markings, and curb markings. Below is a list of related countermeasures in the LRSM, with crash reduction factors (CRF).

LIST OF SIGNAGE/MARKING-RELATED COUNTERMEASURES IN LRSM		
TYPE	COUNTERMEASURE	CRF
SIGNALIZED INTERSECTION	Install Raised Pavement markers and stripping	30%
INTERSECTION	Install flashing beacons as advance warning	30%
INTERSECTION	Install pedestrian crossing	25%
UNSIGNALIZED INTERSECTION	Convert to all-way STOP control from 2-way yield control	50%
UNSIGNALIZED INTERSECTION	Install/upgrade larger or additional stop sign or other intersection warning/regulatory signs	15%
UNSIGNALIZED INTERSECTION	Install transverse rumble strips on approaches	20%
UNSIGNALIZED INTERSECTION	Install pedestrian signal or HAWK	55%
ROADWAY SEGMENT	Install/upgrade signs with new fluorescent sheeting	15%
ROADWAY SEGMENT	Install chevron signs on horizontal curves	40%
ROADWAY SEGMENT	Install curve advance warning signs	25%
ROADWAY SEGMENT	Install dynamic/variable speed warning signs	30%
ROADWAY SEGMENT	Install delineators, reflectors and object markers	15%
ROADWAY SEGMENT	Install center-lines/edge-lines	25%
ROADWAY SEGMENT	Install center-line/edge-line rumble strips/stripes	15%-20%
ROADWAY SEGMENT	Install pedestrian crossing/raised pedestrian crossing	30%-35%

Based on the selected countermeasures, KOA will create preliminary safety project scopes. We will focus on finding the ideal balance between collision analyses on a systemic basis while also addressing high crash locations. KOA will develop a formula to prioritize safety projects based on the following factors:

- Total Cost
- Benefit/Cost (B/C) Ratios
- Feasibility
- Collision Frequency and Severity
- Challenge Areas

Task 4.4: SSARP Report Preparation

The SSARP report will include a summary of major results of all the conducted tasks, including methodologies used, field work notes, and crash data analysis. Countermeasures to address safety issues, viable project scopes, and a prioritized list of safety projects will be included. The report will be prepared in accordance with Caltrans' SSARP guidelines and include the following contents:

- Statement of the purpose for the SSARP and the scope of the study
- Inventory collection methodology
- A summary of the compiled inventory data
- Signage, pavement marking, and curb marking general assessment criteria and results
- Crash data analysis results
- Suggested countermeasures for enhancing safety, along with the expected benefits
- A formula to prioritize safety projects and a list of prioritized projects
- Benefit/cost estimates of the recommended improvements
- Conclusions

KOA will submit the draft SSARP report to the City for review and comment. KOA will discuss the City's comments on the draft report before finalizing it for the City's use. We will prepare a comment response form to track the City's comments and our responses and edits.

TASK 5: MEETINGS

Task 5.1: Project Meetings

In addition to the kickoff meeting under Task 1, the KOA team and the City staff will have three additional meetings which include:

- A meeting at the completion of the field inventory and GIS database inventory task
- A meeting at the completion of the collision data analysis and proposing countermeasures
- A meeting at the completion of the drafted SSARP Report.

KOA will provide the meeting agenda at least one business day in advance of each meeting. We will prepare meeting minutes and submit them to the City for review within two business days after each meeting.

KOA has found it very beneficial to gain an understanding of the perspectives of the transportation professionals that work in the City on a daily basis. Therefore, in addition to the four meetings required by the RFP, KOA proposes to have one extra meeting with


the local law enforcement officers and maintenance crews to view problem locations, at the beginning of the project.

Detail scope of services and listing of current hourly rates are referenced in the original proposal dated July 25, 2018 enclosed herewith as Exhibit "B".

**EXHIBIT B
FEE SCHEDULE**

Fee Schedule

SYSTEMIC SAFETY ANALYSIS REPORTS (SSARP) FOR THE CITYWIDE INVENTORY OF SIGNS, PAVEMENT MARKINGS, AND CURB MARKINGS

		Principal in Charge & QA/QC		Project Manager/Senior Planner/Senior Engineer		Associate Transportation Planner		Assistant Planner /Engineer		Direct Costs	KOA TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
		\$220		\$165		\$130		\$100				
1	Project Management											
	Task 1.0 Project Management			16	\$2,640					\$50	16	\$2,690
	Task 1.1 Kickoff meeting	3	\$660	8	\$1,320	2	\$260			\$60	13	\$2,300
	Task 1.2 Field Inventory Procedure			16	\$2,640						16	\$2,640
	Task 1.3 GIS Database/Field Inventory Template Design			16	\$2,640						16	\$2,640
	Task 1.4 SSARP Grant Management			4	\$660	16	\$2,080			\$50	20	\$2,790
	Subtotal	3	\$660	60	\$9,900	18	\$2,340			\$160	81	\$13,060
2	Field Inventory											
	Task 2.1 Signage Inventory	1	\$220	32	\$5,280	16	\$2,080	16	\$1,600	\$18,000	65	\$27,180
	Task 2.2 Pavement Marking Inventory			16	\$2,640	20	\$2,600	120	\$12,000		156	\$17,240
	Task 2.3 Curb Marking Inventory			16	\$2,640	20	\$2,600	120	\$12,000		156	\$17,240
	Task 2.4 Miscellaneous Traffic Device Inventory	1	\$220	20	\$3,300	20	\$2,600	60	\$6,000		101	\$12,120
	Task 2.5 Traffic Sign Retro-Reflectivity Assessment	1	\$220	40	\$6,600	16	\$2,080			\$3,000	57	\$11,900
	Subtotal	3	\$660	124	\$20,460	92	\$11,960	316	\$31,600	\$21,000	335	\$83,580
3	Inventory Assessment & QA/QC											
	Task 3.1 Assessment Criteria	2	\$440	24	\$3,960						26	\$4,400
	Task 3.2 Database Management			16	\$2,640	24	\$3,120	32	\$3,200		72	\$8,960
	Task 3.3 Detailed Inventory Report			16	\$2,640	24	\$3,120	32	\$3,200		72	\$8,960
	Task 3.4 Condition and Cost Estimate	2	\$440	16	\$2,640	24	\$3,120	32	\$3,200		74	\$9,400
	Subtotal	4	\$880	72	\$11,880	72	\$9,360	96	\$9,600		244	\$31,720
4	SSAR Report											
	Task 4.1 Crash Data Analysis	2	\$440	40	\$6,600			40	\$4,000		82	\$11,040
	Task 4.2 Other Challenge Areas			32	\$5,280	32	\$4,160	32	\$3,200		96	\$12,640
	Task 4.3 Priority List			40	\$6,600	32	\$4,160	32	\$3,200		104	\$13,960
	Task 4.4 SSARP Report Preparation	4	\$880	32	\$5,280	32	\$4,160	40	\$4,000		108	\$14,320
	Subtotal	6	\$1,320	144	\$23,760	96	\$12,480	144	\$14,400		390	\$51,960
5	Meetings											
	Task 5.1 Four Project Meetings	8	\$1,760	32	\$5,280	2	\$260	4	\$400	\$240	46	\$7,940
	Subtotal	8	\$1,760	32	\$5,280	2	\$260	4	\$400	\$240	46	\$7,940
Total		24	\$5,280	432	\$71,280	280	\$36,400	560	\$56,000	\$21,400	1296	\$190,360
Optional Task												
5	Task 5.2 Two Public Outreach Meetings			24	\$3,960	20	\$2,600	24	\$2,400	\$500	68	\$9,460
Total with Optional Task		24	\$5,280	456	\$75,240	300	\$39,000	584	\$58,400	\$21,900	1364	\$199,820

Note: KOA Corporation reserves the right to reassign hours and costs within the total budget as needed to complete the agreed upon scope of services.

ATTACHMENT 2
Approval Letter from DLAE

Alex Chou

From: Benson, Dale R@DOT <dale.benson@dot.ca.gov>
Sent: Thursday, November 15, 2018 3:03 PM
To: Alex Chou
Cc: Kahono Oei; Wang, David@DOT; Nguyen, Mai X@DOT; Novotny, Steve J@DOT
Subject: RE: SSARPL-5071(022)
Attachments: t7prc215@dot.ca.gov_20181115_173406.pdf

Alex,

As we just discussed, we received concurrence from Caltrans Headquarters that you may move forward with your SSARP project as the City has followed Local Assistance procedures as you have previously described.

Therefore, please work with your Caltrans Local Assistance Area Engineer to move forward with the implementation of your SSARP project.


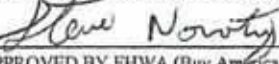
Attached, is the approved Exhibit 12-F for your records. Also, please retain the string of e-mail correspondence in your records.

If you have any questions, please contact me.

Dale Benson
Senior Transportation Engineer
California Department of Transportation District 7
Office of Local Assistance
Bicycle and Pedestrian Coordinator
100 S. Main Street
Los Angeles, CA 90012
dale_benson@dot.ca.gov
(213) 897-2934



EXHIBIT 12-F COST-EFFECTIVENESS/PUBLIC INTEREST FINDING

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION	CALIFORNIA DEPARTMENT OF TRANSPORTATION
COST-EFFECTIVENESS/PUBLIC INTEREST FINDING			
COST-EFFECTIVENESS DETERMINATION REQUIRED		PUBLIC INTEREST DETERMINATION REQUIRED	
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval *** Must be emailed to Proprietary.PIF@dot.ca.gov . Certification below must accompany PIF if no suitable alternative exists or if proprietary item is essential for synchronization with existing highway facility.		<input type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of proprietary products and processes (23 CFR 635.411)*** <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input checked="" type="checkbox"/> Other*: <u>City received only one RFP</u>	
FEDERAL-AID PROJECT	CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER:		
	STEWARDSHIP: <input type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE		
ID	DIST-CO-RTE- PM	ESTIMATED COST	FEDERAL FUNDS
SSARPL-5071(022)	CITY	\$200,000	\$180,000
PROJECT SPECIFIC <input checked="" type="checkbox"/> MULTIPLE PROJECTS <input type="checkbox"/> REGIONAL/DISTRICTWIDE <input type="checkbox"/> STATEWIDE <input type="checkbox"/>			
IF A PROPRIETARY ITEM AND NOT PROJECT SPECIFIC, WHAT IS THE EXPIRATION DATE: _____			
GENERAL LOCATION		GENERAL DESCRIPTION OF WORK:	
Entire roadways system within the City of South Pasadena		The SSAR will encompass the entire roadway system in the City and will focus primarily on signage. All signs on roadway segments and intersections will be analyzed to determine if compliance with the latest MUTCD is achieved.	
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):			
<p>The City of South Pasadena solicited twice for Requested for Proposals (RFP) from several engineering firms from December 7, 2017 to January 5, 2018 and July 2, 2018 to July 25, 2018. During the first advertisement period, the City solicited five engineering firms (Willdan, KOA Corporation, Advantec Consulting Engineers, TKE Engineering, Inc., and JMDiaz, Inc.) and only two responded (TKE Engineering, Inc., and KOA Corporation). TKE Engineering, Inc., firm responded with a letter; their experiences and expertise not aligned with the scope of the project. KOA Corporation submitted their proposal with fees. Also, during the second advertisement period only KOA Corporation submitted their proposal with fees. No other engineering firms responded to RFP.</p> <p>The City is recommending award the engineering service to KOA Corporation. KOA proposal firmly described their understanding the scope of the project is in aligned with the City. KOA has successively completed similar SSARP projects for other agencies such as the Cities of Fontana, San Bernardino, Desert Hot Springs, and Rancho Palos Verdes. Also, KOA has expertise and experienced staffs that qualified for preparing and following SSARP compliance requirements.</p> <p>The most cost effective approach or in the Public's best interest is to award the project to KOA Corporation. KOA's familiarity with preparation of the SSARP report, work experience of various city agencies, and strong qualified staffs makes minimize procedural mistakes and less potential project delays in which reduce expensive change orders. The City is requesting approval to proceed with awarding engineering services without further delaying the project.</p>			
REMARKS (STATE) :			
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:	Date:
		Alex Chou, Associate Civil Engineer	8/21/18
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:	Date:
		STEVE NOVOTNY	11/15/18
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:	Date:

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS


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City Council Agenda Report

ITEM NO. 19

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Margaret Lin, Principal Management Analyst *M.L.*

SUBJECT: **Authorize a Letter of Support in Concept for the South Pasadena Arts Council's California Arts Council Creative California Communities Grant Application**

Recommendation

It is recommended that the City Council authorize a Letter of Support in concept for the South Pasadena Arts Council's (SPARC) California Arts Council (CAC) Creative California Communities Grant Application for a 2020 Ray Bradbury mural to commemorate the centennial of his birth.

Commission Review and Recommendation

On November 8, 2018, the Library Board of Trustees approved SPARC to move forward in developing a proposal for the Ray Bradbury mural project to be located at the Library. The proposal will include a recommended timeline, budget, fundraising plan, artist selection process, and location. The proposal will be presented as an action item to the Library Board of Trustees at a future meeting.

Community Outreach

There was no community outreach associated with this matter.

Discussion/Analysis

SPARC is seeking \$35,000 in grant funding from the CAC to create a public art mural and literary events inspired by Mr. Bradbury's writings, life, and books. If the grant is awarded, the funds would be used to develop the mural; including the cost of materials, honoraria, and contractors. SPARC would be responsible for the dollar-for-dollar matching funds requirement (\$35,000), which would be comprised of private donations, fundraising, and other contributions. The mural unveiling is anticipated to take place on August 22, 2020, Mr. Bradbury's 100th birthday, during multi-generational literary events that includes creative writing workshops, readings, panel discussions, exhibitions, film/video screenings, and special performances.

Next Steps

1. SPARC will work with the Arts Commission on the Request for Qualifications and artist selection processes

Letter of Support for SPARC's California Arts Council Creative California Communities Grant Application

December 19, 2018

Page 2 of 2

2. SPARC and the selected artist will present the mural location to the Library Board of Trustees and Cultural Heritage Commission for approval
3. SPARC and the selected artist will present the final mural design to the Arts Commission for approval
4. SPARC and the selected artist will present the final mural design and location to the Council for final approval
5. SPARC will work with the City to develop the contract with the selected artist
6. SPARC will manage the artist contract
7. SPARC will present to the City a budget and timeline for the proposed literary events
8. SPARC will present to the City a list of requested facilities for the proposed literary events

Background

Mr. Bradbury lived in Southern California for more than 75 years, writing more than 50 books and 600 short stories throughout his lifetime. His iconic works include "The Martian Chronicles," "The Illustrated Man," "Dandelion Wine," and "Fahrenheit 451." Through the years many of Mr. Bradbury's plays were performed at his home theater, the Fremont Centre Theater. The South Pasadena Public Library has an extensive collection of Mr. Bradbury's memorabilia, books, articles, and documentation of his time in the City. The City has also honored Mr. Bradbury by naming the Library Conference Room after him and dedicated Ray Bradbury Appreciation Days in his honor over the years.

The City has successfully collaborated with SPARC over the past three years on the Utility Box Public Art Project to commission artists to create artistic designs and images on the City's utility boxes.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact with the approval of a support letter. Upon installation, maintenance of the mural included in the City's general maintenance efforts and will be considered during the development of the artist contract.

Public Notification of Agenda Item

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

Attachment: Draft Letter of Support



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

December 19, 2018

California Arts Council
Creative California Communities Grant Program
1300 I Street, Suite 930
Sacramento, CA 95814

Dear Creative California Communities Grants Panel,

On behalf of the City of South Pasadena (City), we are enthusiastic about supporting in concept the South Pasadena Arts Council's (SPARC) Creative California Communities Grant application for a 2020 Ray Bradbury Mural and literary events to commemorate the centennial of his birth.

Easily one of the greatest writers of the 20th Century, Mr. Bradbury lived in Southern California for more than 75 years, writing more than 50 books and 600 short stories. His iconic works include "The Martian Chronicles," "The Illustrated Man," "Dandelion Wine," and "Fahrenheit 451." Through the years many Bradbury plays were performed at his home theater, the Fremont Centre Theatre located here in the City. The South Pasadena Public Library has an extensive collection of Bradbury ephemera, books, articles, and documentation of his time in the City. The City has also honored Mr. Bradbury by naming the Library Conference Room after him as well as the dedication of Ray Bradbury Appreciation Days in his honor over the years.

The City is pleased to have successfully collaborated with SPARC over the past three years on its Utility Box Public Art Project, which commissioned artists to create artistic designs and images on the City's utility boxes. In addition, SPARC has been instrumental in participating in the overall revision of the City's General Plan by leading the Cultural Task Force and contributing ideas and recommendations as it pertains to art and culture.

SPARC is currently seeking funding to create a public art mural and series of literary events inspired by Mr. Bradbury's writings, life and books. The mural unveiling is anticipated to take place on August 22, 2020, Mr. Bradbury's 100th birthday. SPARC is currently proposing a series of multi-generational literary events that include creative writing workshops, readings, panel discussions, exhibitions, film/video screenings, and special performances/events.

SPARC will work in consultation with the City regarding the appropriate use of government facilities to host the literary events and the wall where the mural is proposed to be installed, to ensure a successful project. The City's new Public Art Commission will provide review and approval for the Request for Qualifications, artist selection, and approval of the final mural design. The proposed project will be subject to the City's Cultural Heritage Commission and Library Board of Trustee. City staff will review the contracts and agreements developed with the selected artist while SPARC manages the contract. SPARC will conduct a number of fundraising campaigns to fund the project and may approach the City Council for a financial commitment at a later date.

Again, we wholeheartedly support and endorse in concept this important project for the City, given Mr. Bradbury's connection and involvement in our community. Thank you for your serious consideration of this application.

Sincerely,

Marina Khubesrian, M.D.
Mayor

Robert S. Joe
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

Diana Mahmud
Councilmember

Richard D. Schneider, M.D.
Councilmember





City Council Agenda Report

ITEM NO. 20

DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Dan Ojeda, P.E., Interim Public Works Director *DO*
Anteneh Tesfaye, Water Operations Manager *AT*

SUBJECT: **Ratify Emergency Purchase of a Motor for Wilson Well No. 3**

Recommendation

It is recommended that the City Council ratify the emergency purchase and installation of a new motor for Wilson Well No. 3.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

On November 15, 2018, the motor for well No. 3 failed. The City immediately increased purchase of Metropolitan Water District of Southern California (MWD) water to cover the production loss without interrupting resident service. Because the installation can only be completed on December 18, 2018, prior to the contractor closing for the holidays, the City Manager has authorized the emergency purchase of a new motor (\$33,796). The work will be done by General Pump Company, which the City has maintained a contract with for the past five years to perform this type of work. If the City continued to purchase water through Mid-January, the cost to continue purchasing MWD water would not be in the best interest of the City (\$133,000). Postponing the purchase of the new motor until January would also risk stalling the wellhead treatment installation and permitting—as both wells must be operational to complete this process.

Background

Well No. 3 is located at the Wilson Reservoir, which is in the City of San Gabriel and is one of the City's four water production wells. Drilled in 1948, well No. 3 is the highest production well that accounts for 64% of the ground water supply from Wilson Reservoir site. In addition, it is utilized frequently for optimal operation because of the better water quality over Wilson Well No. 4. The replacement of the well motor is critical to ensure continued operation of the temporary well head treatment system and to reduce the amount of purchase water required to supplement the City's water demand. In addition, operation of both Wilson Well No. 3 and Wilson Well No. 4 is required for the testing and permitting of the permanent well head

Ratify Emergency Purchase of a Motor for Wilson Well No. 3
December 19, 2018
Page 2 of 2

treatment currently under construction at Wilson Reservoir. Once the well head treatment installation is complete, the city water supply will revert back to ground water and discontinue water purchase from MWD.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is sufficient funding in Water Production Professional service account #500-6010-6711-8170 to fund this emergency purchase.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15301(b) ("existing facilities") as this is a repair and maintenance of an existing publically owned utility service.

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: General Pump Wilson Well No. 3 Motor Replacement Proposal



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

December 11, 2018

Via Email

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Anteneh Tesfaye

Subject: Wilson Well 3 - Motor

General Pump has inspected the above referenced well pump. What we found was that the motor has shorted out resulting from an ***open rotor***. An open rotor condition in a motor is not repairable. In other words, the cost to repair will be as much if not more than the cost to replace the motor. This motor was last repaired eight (8) years ago based on our records. The new motor can be changed out in one day.

The cost of the replacement motor is ***\$33,796.00*** (including sales tax and freight). The labor and material to change out the motor is ***\$3,340.00***. The new motor has been ordered and received and is currently ready for installation on Tuesday 18th.

Should you have any questions or need additional information regarding the above, please do not hesitate to contact us.

Thank you.

Sincerely,

GENERAL PUMP COMPANY, INC.

Michael Bodart

Michael Bodart
President / Director of Engineering

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City Council Agenda Report

ITEM NO. 21



DATE: December 19, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Mariam Lee Ko, Human Resources Manager *MLK*

SUBJECT: **Approval of Public Works Department Reorganization and Transition: Approval of Amended Job Descriptions, Creation of a New Deputy Director Position for Water & Sustainability, and Authorization to Execute Second Amendment with Interwest Consulting Group for Interim Capital Improvement Plan Management Services**

Recommendation Action

It is recommended that the City Council:

1. Approve amendments to three job descriptions within the Public Works Department including Director, Deputy Director, and Operations Manager;
2. Approve a new Deputy Director classification and a new FTE to lead Water and Sustainability;
3. Approve the transfer of a Management Analyst/Water Conservation position from the Management Services Department to the Public Works Department, Water and Sustainability Division; and
4. Authorize the City Manager to execute a second amended agreement with Interwest Consulting Group for interim capital improvement project management services for an additional \$60,000 for a new total not-to-exceed contract amount of \$138,300.

Executive Summary

When the Public Works Director took a position in his home city earlier this year, it created an opportunity to evaluate the structure, strengths and weaknesses of the department. A consultant with expertise in this field was commissioned to prepare a series of recommendations to improve effectiveness and efficiency of the department. This report seeks to implement several of those recommendations including restructuring the department into two divisions - Engineering & Operations, and Water & Sustainability - each headed by a deputy director. This requires the

creation of a second Deputy Director for Water & Sustainability and the addition of operations functions to the existing classification of Deputy Director for Engineering.

Two recommendations from the report will be addressed separately, including 1) increasing salaries for the director and other Public Works management classifications, and 2) adding contract support for engineering plan check for private development projects. The salary issue will be addressed through a comprehensive classification and compensation study early in 2019 that will evaluate salaries for all positions in the city, not just the Public Works Department. In addition, further analysis is currently being conducted on the plan check function to better define the level of contract support needed to achieve best practices in customer service. This recommendation will also be addressed in early 2019.

Discussion/Analysis

City staff secured the assistance of Rhonda Strout-Garcia of HR Dynamics and Performance Management to evaluate and identify the strengths, weakness and opportunities within the City's existing Public Works Department structure. The study was commissioned as a result of several key vacancies in the department, challenges finding qualified personnel to cover the broad range of issues required, and a gap in leadership on long range water policy and sustainability initiatives.

Ms. Strout-Garcia conducted interviews with city staff to better understand the culture, needs and existing resources within the organization; surveyed and reviewed comparable agencies to develop recommendations for the proposed reorganization based on similar size, services, customers and residents; and surveyed and reviewed other agencies to develop recommendations that include a sustainability program and staff.

The primary recommendation is to restructure the department into two divisions - Engineering & Operations, and Water & Sustainability - each headed by a deputy director. This requires the creation of a second Deputy Director for Water & Sustainability and the addition of operations functions to the existing classification of Deputy Director for Engineering. Further changes to the director job classification are also described below. These recommendations, when implemented, will provide the organization with an increased breadth, depth, knowledge, skills and expertise in the area of a full service Public Works Department that includes engineering, operations, water utility, sustainability, and facilities management.

Deputy Public Works Director – Water & Sustainability

To more effectively manage and oversee the growing needs of the organization in the area of water utility operations, water legislation and policy, and environmental/sustainability initiatives, it is recommended that a new Deputy Director classification and FTE be created to oversee Water & Sustainability. The City of South Pasadena is unique in that it is one of few cities with a municipal water utility. Research conducted by Ms. Strout-Garcia indicates that comparable cities with a water utility typically have one high level Director/Assistant Director overseeing the Water Utility Division. Currently, the City's water utility is managed by a Water Operations Manager who reports to the Public Works Director.

It becomes more difficult every year to keep up with new regulations, legislation, pricing, conservation and sustainability initiatives that impact costs, operations and management of a water utility. Within the existing structure, the Public Works Director is tasked with being the expert and manager of not only traditional public works functions, but also with water policy and advocacy. This job description is much too broad and is increasingly unmanageable in the current regulatory environment. Further, the community has expressed a strong desire to embrace environmental sustainability policy and initiatives. While some progress has been made, there remains a broad list of potential ongoing initiatives and policy work that would benefit the City and respond to community priorities. There is a natural synergy between these issues as many of the sustainability initiatives relate to water.

The new Deputy Public Works Director would be the City's expert and policy lead on water policy as well as sustainability. This new position, in combination with the Management Analyst (Water Conservation), will create a new team to focus on policy and implementation in the broad arena of water and environmental sustainability.

Public Works Director

To directly address recruitment challenges and strengthen the candidate pool, it is recommended that the Public Works Director job description be revised to remove the requirement for a Professional Engineer (PE) license and to serve as the City Engineer. Research indicated that few cities require the Public Works Director to also serve as the City Engineer. The role of City Engineer is either contracted out or assigned to a Deputy Director or Manager position. In conjunction with removing this from the Director job spec, it is recommended that the Deputy Public Works Director for Engineering & Operations be designated as the City Engineer as is common in other cities. This classification already requires a PE. In addition, removal of the PE at the Director level will expand the potential pool of applicants and make the position more competitive with other cities.

Deputy Public Works Director – Engineering & Operations

Currently, this position oversees engineering functions but not operations; within the existing organizational structure, the Operations Manager reports to the Director. Staff is proposing to merge these two functions and have the Operations Manager report to the Deputy Director. This change will allow for a more focused approach to these two inter-related functions within the Department, whereas previously these two functions were managed by two separate managers. Additionally, this restructuring will expand the Deputy Public Works Director's access to facilities staff and maximize efficiency. The Deputy Director for Engineering & Operations will also be designated as the City Engineer, as discussed above.

Public Works Operations Manager

In order to address the City's growing needs and demands as it relates to maintaining the city's aging facilities, it is recommended that the existing Public Works Operations Manager job description be revised to encompass an expanded role in the management and maintenance of all city-owned facilities. The current structure requires that other departments, such as Community

Services, carry responsibility for maintaining associated facilities. This often results in confusion over authority and inefficient use of resources. Best practice in the field requires a dedicated Facilities Manager to efficiently manage all city properties and facilities. By revising the Public Works Operations Manager job description to include the expanded role and responsibilities, the City will benefit from a greater focus on management and maintenance of city properties and facilities. Within the new department structure, this position will report to the Deputy Public Works Director that oversees Engineering and Operations.

Senior Management Analyst (Sustainability)

In order to further strengthen the new focus on water and sustainability, it is recommended that the existing Senior Management Analyst (Water Conservation) position within the Management Services Department be moved to the Public Works Department. The position is currently vacant and staff recommends that the position be filled with specialist in water and sustainability policy matters.

The new proposed structure would appear as such:

Public Works Director		
Deputy Public Works Director (PE) – Engineering & Operations Supervises: 17 FTEs <u>Functions:</u>		Deputy Public Works Director (PE) – Water Utility & Sustainability Supervises: 11 FTEs <u>Functions:</u>
Civil Engineering Inspection Facilities/Maintenance Parks Streets/Sewers <u>Direct Reports:</u>		Water Engineering Water Production Water Distribution Sustainability Program <u>Direct Reports:</u>
Public Works Operations Manager Engineering Staff		Water Operations Manager Senior Management Analyst (Sustainability)

As a result of the proposed reorganization, the department’s total overall number of full-time employees (FTE’s) will increase by two. This is the result of one new Deputy Public Works Director and the reassignment of one full-time Senior Management Analyst/Water Conservation from the Management Services Department to the Public Works Department. The City’s overall FTE count will not increase as the increase in one FTE will be offset by changes elsewhere in the organization.

Second Amendment to Agreement with Interwest Consulting Group

Due to the vacancies within the Public Works Department within the past year, it is recommended that the City continue to contract with Interwest Consulting Group, by amending

and extending the agreement for services, for a period of six months, to complete the list of many capital improvement program projects that would otherwise be placed on hold pending hiring for vacant positions.

Because the City had an existing contract with Interwest Consulting Group, with currently established rates, and city staff was satisfied with the work completed thus far and the projects on track for completion, it is recommended that the City proceed with a second amendment to the existing contract in order to expand the scope of work and extend the term of the agreement to allow for the completion of additional capital improvement program projects. The City entered into initial agreement with Interwest Consulting Group in June 2018 in an amount of \$24,500. Subsequently, in August 2018, the City amended the agreement to continue project management services for a new total not-to-exceed amount of \$78,300 (increase of \$53,800 from original contract). Due to continued vacancies within the department, Staff is recommending a second amendment to continue project management services for a new total not-to-exceed amount of \$138,300 (increase of \$60,000 from first amendment).

Next Steps

Upon approval of resolution and job descriptions, City staff will immediately begin recruitments to fill all vacant management positions in the department.

Legal Review

The City Attorney has reviewed this item and has opined that agreements attached are to form.

Fiscal Impact

The maximum annual cost of the new Deputy Director Water & Sustainability is \$165,390 (top step and fully burdened) and will be funded from the Water Enterprise Fund. It is anticipated the position will be filled early in 2019, resulting in costs for the remainder of the fiscal year of no more than four months or \$55,130. Due to vacancies in multiple positions, there are sufficient funds budgeted to provide for the position through the end of the fiscal year. The position will be incorporated into the budget for adoption in future fiscal years.

Approval of the second contract amendment with Interwest Consulting Group will result in an increase in non-budgeted expenditures within the Public Works Administration Operations and Maintenance Professional Services account in the amount of \$60,000 for the remainder of FY 2018-19. Again, due to multiple vacancies there are sufficient funds budgeted to provide for this contract.

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 Approving Unrepresented Management Employee Benefit Listing and Management Salary Schedule, Superseding Resolution No. 7587
2. Job Descriptions for Public Works Director, Deputy Public Works Director (Engineering & Operations), Deputy Public Works Director (Water Utility & Sustainability)
3. Second Amendment to Contract with Interwest Consulting Group
4. First Amendment to Contract with Interwest Consulting Group
5. Original Contract with Interwest Consulting Group

ATTACHMENT 1

Resolution Approving Unrepresented Management
Employee Benefit Listing and Management Salary
Schedule, Superseding Resolution No. 7587

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING UNREPRESENTED MANAGEMENT
EMPLOYEE BENEFITS AND
MANAGEMENT SALARY SCHEDULE,
SUPERSEDING RESOLUTION NO. 7587**

WHEREAS, City staff is continually examining and evaluating city wide operations and staffing levels in an attempt to identify areas and opportunities for improvement; and

WHEREAS, in January 2018, the City's Public Works Department experienced a vacancy in the Public Works Director position and recently in October 2018, a vacancy in the Deputy Public Works Director position; and

WHEREAS, while recruiting to fill the Public Works Director position, City staff encountered some recruiting challenges; and

WHEREAS, in addition to the recruitment challenges, city staff has identified a need to have a high level staff person to lead the Water Utility Division within the Public Works Department on the topics of water rates, water capital improvement projects, State and local water legislation and policies, and sustainability matters; and

WHEREAS, subsequently, in September 2018, City staff secured the assistance of HR Dynamics & Performance Management to assist with evaluating the Public Works Department's existing management staffing structure and reviewing public works management job descriptions; and

WHEREAS, a Public Works Staffing Analysis and Recommendations Report identified strengths, weaknesses and opportunities in the existing department organizational structure and includes recommendations regarding a new management staffing structure, revisions and updates to job descriptions, and recommendations to augment staffing in the area of water utility that will focus on water related matters and sustainability; and

WHEREAS, the recommendations are: to update the job description of the Public Works Director, to create a new staffing structure which includes two Deputy Public Works Directors, one Deputy Director shall oversee Engineering & Operations and the second Deputy Director shall oversee Water Utility & Sustainability, and to update the job description for the Public Works Operations Manager to include a larger role in the management, contract management, maintenance and operations of all city facilities; and

WHEREAS, careful research and consideration was utilized to determine the appropriate salary for the new and existing classifications, recognizing that the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

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

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

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

SECTION 1. Approve management benefits as set forth in "Exhibit A" and approve the management salary schedule as set forth in "Exhibit B."

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

PASSED, APPROVED AND ADOPTED ON this 19th day of December, 2018.

Marina Khubesrian, M.D., 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 19th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

MANAGEMENT BENEFITS

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

SECTION 1. TERM

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

SECTION 2. CLASSIFICATIONS

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

SECTION 3. SALARY

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

SECTION 4. RETIREMENT

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

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

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

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

SECTION 5. RETIRED EMPLOYEE’S MEDICAL COVERAGE

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible. All employees who retire on and after July 1, 2012, shall receive a City retiree medical contribution as prescribed in Government Code Section 22892, as that amount may from time to time be adjusted upward and/or downward. As of July 1, 2017, said amount for Management employees is \$715.00 monthly.

SECTION 6. DEFERRED COMPENSATION

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

SECTION 7. SICK LEAVE

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

B. Management employees may accrue unlimited sick leave.

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

SECTION 8. CONVERSION TO CALPERS SERVICE CREDIT

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS.

According to CalPERS, in order to receive sick leave credit, the employees' retirement date must be within 120 days from the date of separation from the City.

SECTION 9. BEREAVEMENT LEAVE

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

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

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

SECTION 10. MANAGEMENT LEAVE

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

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

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

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

SECTION 11. VACATION

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

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

B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall

be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

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

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

SECTION 12. HOLIDAYS

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

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

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

B. Fire Division Chiefs only – Fire Division Chiefs shall be paid at the rate of twelve (12) hours of the employee's hourly rate for each City designated paid holiday.

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

SECTION 13. INSURANCE

A. City paid medical insurance coverage is provided as follows:

Beginning July 1, 2018, the City's monthly contributions to the medical premium contribution plan shall be as follows to the

maximum stated, depending on the level of coverage selected:

Employee only	= \$ 715
Employee + 1	= \$1,115
Employee + family	= \$1,290

- B. City paid dental coverage is provided up to \$75 per month.
- C. City paid vision care coverage is provided up to \$20 per month.
- D. City paid life insurance policy in the sum of \$50,000 provided.
- E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.

SECTION 14. LONG TERM DISABILITY

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

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

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

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

SECTION 15. UNIFORMS

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

SECTION 16. WORK SCHEDULE

9/80 work schedule available.

EXHIBIT B

MANAGEMENT MONTHLY SALARY SCHEDULE

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

*Special arrangement for additional hours	\$45.16/hr	\$47.42/hr	\$49.79/hr	\$52.28/hr	\$54.90/hr	\$57.64/hr	\$60.52/hr
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Effective the first full pay period following adoption of the resolution –
Effective December 24, 2018

ATTACHMENT 2

Job Descriptions

Public Works Director

Deputy Public Works Director – Engineering &
Operations

Deputy Public Works Director – Water Utility &
Sustainability

PUBLIC WORKS DIRECTOR

Purpose

Under administrative direction of the City Manager, plans, manages, oversees, and directs the general organization, supervision, financial management, and efficient operation of the Public Works Department, which includes Streets, Parks, Facilities, Engineering, Water, and Sustainability programs; coordinates activities with other City officials, departments, outside agencies, contractors, organizations and the public; provides responsible and complex staff support to the City Manager and City Council; performs other related duties as required.

Distinguishing Characteristics

This is a single-incumbent managerial and professional class in the Public Works series. This class is designated as “at-will” and is exempt from the classified service; the incumbent shall serve at the pleasure of the City Manager. This is the administrative department-head level class responsible for the overall operation of the Public Works Department, including streets, sewer, water, storm drains, traffic signals, street trees, sanitation, median maintenance, engineering, equipment maintenance, sustainability programs and environmental services. This classification is distinguished from the lower level Deputy Public Works Director in that the higher level class has overall responsibility for departmental operations. An employee in this class exercises supervision over two major branches of the department, and two Deputy Public Works Directors, and exercises considerable discretion and independent judgment in the performance of assigned duties, based on extensive experience and training in municipal public works operations and activities.

Examples of Essential Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Directs a wide variety of administrative and staff duties and assignments; confers with the City Manager on departmental policies and improvement programs;

Accepts full responsibility for all Public Works Department activities and services, including the management of streets, sewer, water, storm drains, traffic signals, street trees, sanitation, median maintenance, engineering, equipment maintenance, sustainability programs and environmental services.

Develops, implements and maintains departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.

Plans, directs and develops the Department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.

Develop and implement measures that prevent pollution and promote conservation in the City of South Pasadena; formulate policies and communicate closely with the City Manager, City Council, business leaders, and members of the community on Sustainability Programs.

Serves as a resource for department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment; coordinates activities with other City officials, departments, outside agencies, and the public.

Attends and participates in professional and community meetings; stays current on issues relative to the field of public works and related service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints.

Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Oversees the selection, training and evaluation programs for all Public Works personnel; provides or coordinates in-service training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations.

Prepares, manages and coordinates the development of the Public Works budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.

Develops and implements the Department's Capital Improvement Program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; oversees the administration of contracts; visits construction sites to ensure conformance to plans; reviews and approves payments and billings for contract services.

Administers and oversees the management of a variety of design, construction, and maintenance contracts and contractors; ensures compliance with performance and cost agreements; evaluates the cost effectiveness of agreements.

Monitors the condition of the City's infrastructure, including streets, sidewalks, curbs, gutters, storm drains, sewer collection system, water distribution system, buildings, trees, traffic control device, and other related facilities and equipment for maintenance, repair and replacement.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

A minimum of six years of broad and extensive experience in public works, utilities or related service delivery operations, including at least four years in a responsible management or supervisory capacity; and the completion of a Bachelor's Degree from an accredited college or university in Public Administration, Civil Engineering, or a closely related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Master's Degree in a related field is highly desirable, as well as Registration as a Professional Engineer.

Knowledge of:

Principles and practices of Public Works management; principles of administration, organization and operation; principles, practices and techniques of civil engineering, including the planning, design, construction, contract management, and inspection of municipal public works projects; principles and practices of funding and budget development, administration and evaluation; principles and practices of street maintenance, traffic control device maintenance, equipment maintenance, storm drain systems maintenance, water distribution system maintenance, sewerage collection systems construction and maintenance, facilities maintenance, capital projects, public utilities, sustainability programs, and environmental services; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Public Works Department; read and interpret maps, sketches, drawings, specifications, and technical manuals; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; develop, present and administer a program budget; facilitate group participation and consensus building; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; operate an office computer and a variety of word processing and software applications.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 25 pounds. Ability to remain in a sitting/standing position for extended periods of time. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal.

Special Requirements

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

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Environment is generally clean with some limited exposure to such conditions as dust, fumes, odors, or noise. Computer terminal, copier/scanner, and other office machines are used on a daily basis. Requires traveling throughout the City and adjacent areas, and the attendance of occasional night meetings.

FLSA Status

Exempt

**DEPUTY PUBLIC WORKS DIRECTOR
(ENGINEERING & OPERATIONS)**

Purpose

Under direction of the Public Works Director, plans, organizes and provides administrative direction and oversight for the field operations and engineering sections of the Public Works Department including Streets, Parks, Facilities, Transportation/Traffic, Inspection, Right-of-Way Acquisition, Capital Improvement Program, and Development Engineering; supervises staff, administers the division's budget, performs professional civil engineering work; acts as project manager for major Public Works projects; provides highly responsible and complex administrative management support to the Public Works Director; may serve as Acting Public Works Director during absences, as assigned; and performs other related duties as required.

Distinguishing Characteristics

This is one of two Deputy Public Works Director positions for the Public Works Department. This single-incumbent managerial and professional class serves as a division-manager with specific responsibility for Public Works/Civil Engineering related functions, and Public Works Field Operations to include Streets, Parks, and Facilities, and reports directly to the Public Works Director. This class is designated as "at-will" and is exempt from the classified service; the incumbent shall serve at the pleasure of the City Manager. This classification is distinguished from the Public Works Director in that the higher level class has overall responsibility for departmental operations. An employee in this class exercises supervision over multiple functions through assigned managers and supervisors, and exercises considerable discretion and independent judgment in the performance of assigned duties, based on extensive experience and training in municipal public works engineering and field operations.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Develops and implements goals, objectives, policies and priorities of the assigned division within Public Works; evaluates division plans, policies and procedures to achieve goals and objectives.

Provides for the selection, training, professional development and work evaluation of assigned staff; works with employee to correct deficiencies; and provides policy guidance and interpretation to assigned staff.

Continually monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Public Works Director; directs the implementation of improvements.

Develops and implements effective work management tracking tools; responds to citizen complaints or requests for service deploying staff as required; prioritizes needs and requests; prepares written responses to citizens and other parties, as required.

Assumes responsibility for the services and activities of the Civil Engineering Section of the Public Works Department including capital improvement projects, development projects, inspection, permits, and the full range of other engineering and related services and activities.

Oversees and monitors through subordinate managers and supervisors the Department's field operations including streets, parks, equipment, and facilities maintenance.

Oversees the preparation of engineering plans and specifications, the construction of public projects, and the administration of professional service, construction, maintenance and other contracts; performs engineering studies and cost/benefit analysis.

Reviews and approves plans and specifications for City infrastructure and facilities, assessment districts, subdivisions and developments.

Directs all aspects of rights-of-way and easement acquisition and abandonment.

Oversees traffic engineering and transportation planning activities.

Confers with and represents the Department and the City in meetings with members of the City Council, members of board and commissions, various governmental agencies, developers, contractors, business and industrial groups and the public.

Represents the Department and the Public Works Director before the City Council, boards and commissions, professional groups, at community meetings, and on inter-departmental working groups.

Responds to public concerns, problems, and complaints in a meaningful and timely manner.

Develops local, state and federal funding sources; prioritizes and allocates available resources.

Reviews and evaluates program and service delivery, makes recommendations for improvement and ensures maximum effective service provision.

Oversees and participates in the selection and management of consultants and contractors for activities and services to support the business needs of the department.

Stays abreast of new trends and innovations in the Public Works and Civil Engineering fields.

Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials; prepares agenda items for City Council presentation and approval including staff reports, exhibits, PowerPoint presentations, and other information items and materials.

Assumes the duties of the Public Works Director in his/her absence, as assigned.

Performs other related duties, as assigned.

Employment Standards

Education/Experience

A minimum of five years of broad and progressively responsible experience in civil engineering and public works administration, including three years of supervisory experience; and the completion of a Bachelor's Degree from an accredited college or university in Civil Engineering, or a closely related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Master's Degree in a related field is highly desirable. Possession of, or ability to obtain within six months of appointment, a Certificate of Registration as a Professional Civil Engineer in the State of California is required.

Knowledge of:

Principles and practices of Public Works management; principles of administration, organization and operation; principles, practices and techniques of civil engineering, including the planning, design, construction, contract management, and inspection of municipal public works projects; principles and practices of funding and budget development, administration and evaluation; principles and practices of street maintenance, traffic control device maintenance, equipment maintenance, storm drain systems maintenance, sewerage collection systems construction and maintenance, facilities maintenance, and capital projects; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, manage and coordinate the work of the Engineering and Field Operations Division of the Public Works Department; read and interpret maps, sketches, drawings, specifications, and technical manuals; develop and administer sound division goals, objectives, policies and methods for evaluating achievement and performance levels; develop, present and participate in the administration of a program budget; facilitate group participation and consensus building; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; operate an office computer and a variety of word processing and software applications.

Physical Demands

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

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 25 pounds. Ability to remain in a sitting/standing position for extended periods of time. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal.

Special Requirements

Possession of a valid Class "C" California Driver License and a satisfactory driving record. Possession of a Certificate of Registration as a Professional Civil Engineer in the State of California is required.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Environment is generally clean with some limited exposure to such conditions as dust, fumes, odors, or noise. Computer terminal, copier/scanner, and other office machines are used on a daily basis. Requires traveling throughout the City and adjacent areas, and the attendance of occasional night meetings.

FLSA Status

Exempt

**DEPUTY PUBLIC WORKS DIRECTOR
(WATER UTILITY & SUSTAINABILITY)**

Purpose

Under direction of the Public Works Director, plans, organizes and provides administrative direction and oversight for the Water Utility Capital Improvement Projects, Water Utility Field Operations, and the development and administration of the City's Sustainability Program; supervises staff, administers the division's budget, performs professional civil engineering work; acts as project manager for major Water Utility projects; provides highly responsible and complex administrative management support to the Public Works Director; may serve as Acting Public Works Director during absences, as assigned; and performs other related duties as required.

Distinguishing Characteristics

This is one of two Deputy Public Works Director positions for the Public Works Department. This single-incumbent managerial and professional class serves as a division-manager with specific responsibility for Water Utility capital improvement projects, Water Utility field operations, and the City's Sustainability Program, and reports directly to the Public Works Director. This class is designated as "at-will" and is exempt from the classified service; the incumbent shall serve at the pleasure of the City Manager. This classification is distinguished from the Public Works Director in that the higher level class has overall responsibility for departmental operations. An employee in this class exercises supervision over multiple functions through assigned managers and supervisors, and exercises considerable discretion and independent judgment in the performance of assigned duties, based on extensive experience and training in municipal public works engineering and field operations.

Examples of Essential Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Develops and implements goals, objectives, policies and priorities of the assigned division within Public Works; evaluates division plans, policies and procedures to achieve goals and objectives.

Provides for the selection, training, professional development and work evaluation of assigned staff; works with employee to correct deficiencies; and provides policy guidance and interpretation to assigned staff.

Continually monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Public Works Director; directs the implementation of improvements.

Develops and implements effective work management tracking tools; responds to citizen complaints or requests for service deploying staff as required; prioritizes needs and requests; prepares written responses to citizens and other parties, as required.

Develops long range plans to keep up with water usage demands and to conform with State and Federal water quality requirements; analyzes the cost of services and develops water rate schedules.

Assumes direct responsibility for oversight of all major Water Utility related capital improvement projects and activities.

Oversees, through a subordinate manager, the City's water production which produces, tests, treats and delivers potable water; and the maintenance of the City's water distribution system including repairs to water mains, vales, and related pipes and equipment; ensures that the City conforms with all State and Federal water quality requirements and submits all operations, production, and quality reports as required.

Oversees the preparation of engineering plans and specifications for Water Utility capital improvement projects, the construction of water utility projects, and the administration of professional service, construction, maintenance and other contracts; performs engineering studies and cost/benefit analysis.

Reviews and approves plans and specifications for City infrastructure and facilities, assessment districts, subdivisions and developments.

Oversees and directs the City's Sustainability Program through a subordinate manager; lead and participate in developing concepts, initiatives and strategies; direct and lead in the development of a strategic plan and implementation of approved programs.

Develops and implements City policies, programs, and initiatives that promote sustainable and green practices for the City; monitors and measures effectiveness of policies and programs.

Provides leadership and support to continually move the City towards embracing innovative and sustainable practices.

Confers with and represents the Department and the City in meetings with members of the City Council, members of board and commissions, various governmental agencies, developers, contractors, business and industrial groups and the public.

Represents the Department and the Public Works Director before the City Council, boards and commissions, professional groups, at community meetings, and on inter-departmental working groups.

Responds to public concerns, problems, and complaints in a meaningful and timely manner.

Develops local, state and federal funding sources; prioritizes and allocate available resources.

Reviews and evaluates program and service delivery, makes recommendations for improvement and ensures maximum effective service provision.

Oversees and participates in the selection and management of consultants and contractors for activities and services to support the business needs of the department.

Stays abreast of new trends and innovations in the Public Works, Public Utilities, Engineering, and Green/Sustainability fields.

Prepares and directs the preparation of a variety of written correspondence, reports, procedures, ordinances and other written materials; prepares agenda items for City Council presentation and approval including staff reports, exhibits, PowerPoint presentations, and other information items and materials.

Assumes the duties of the Public Works Director in his/her absence, as assigned.

Performs other related duties, as assigned.

Employment Standards

Education/Experience

A minimum of five years of broad and progressively responsible experience in Water Utility engineering, including three years of supervisory experience; and the completion of a Bachelor's Degree from an accredited college or university in Civil or Water Engineering, or a closely related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Master's Degree in a related field is highly desirable. Possession of, or ability to obtain within six months of appointment, a Certificate of Registration as a Professional Civil Engineer in the State of California.

Knowledge of:

Principles and practices of Water Utility and Sustainability program management; principles of administration, organization and operation; principles, practices and techniques of Water Utility engineering, including the planning, design, construction, contract management, and inspection of municipal utility projects; principles and practices of funding and budget development, administration and evaluation; principles and practices of water production, water treatment, water distribution, water system maintenance and repair, capital projects, sustainability programs, and environmental services; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, manage and coordinate the work of the Water Utility and Sustainability Division of the Public Works Department; read and interpret maps, sketches, drawings, specifications, and technical manuals; develop and administer sound division goals, objectives, policies and methods for evaluating achievement and performance levels; develop, present and participate in the administration of a program budget; facilitate group participation and consensus building; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; operate an office computer and a variety of word processing and software applications.

Physical Demands

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

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 25 pounds. Ability to remain in a sitting/standing position for extended periods of time. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal.

Special Requirements

Possession of a valid Class "C" California Driver License and a satisfactory driving record. Possession of a Certificate of Registration as a Professional Civil Engineer in the State of California is required.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Environment is generally clean with some limited exposure to such conditions as dust, fumes, odors, or noise. Computer terminal, copier/scanner, and other office machines are used on a daily basis. Requires traveling throughout the City and adjacent areas, and the attendance of occasional night meetings.

FLSA Status

Exempt

PUBLIC WORKS OPERATIONS MANAGER

Purpose

Under the direction of the Deputy Public Works Director, manages the Operations Section of the Public Works Department including Streets, Parks, Facilities; serves as Contract Administrator and Facilities/Property Manager overseeing all contracts and repairs for City facilities and properties; provides highly responsible administrative support to the Deputy Public Works Director; may serve as Acting Deputy Public Works Director during absences, as assigned; and performs other related duties as required.

Distinguishing Characteristics

This single-incumbent managerial class serves as a section-manager with specific responsibility for Public Works Field Operations related functions to include Streets, Parks, and Facilities, as well as contract and facility/property management responsibilities. The position reports directly to the Deputy Public Works Director. This class is designated as "at-will" and is exempt from the classified service; the incumbent shall serve at the pleasure of the City Manager. This classification is distinguished from the Deputy Public Works Director in that the higher level class has overall responsibility for the division's operations. An employee in this class exercises supervision over multiple functions through assigned supervisors, and exercises responsible discretion and independent judgment in the performance of assigned duties, based on significant experience and training in municipal public works field operations.

Examples of Essential Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may perform other related and emergency duties as required. An employee may perform various duties including, but not limited to:

Plans, organizes, staffs, directs, and controls various divisional maintenance services involving service and repair of streets, sewer lines, storm drains, and related capital improvements; signals, lights, parkway trees and other landscaped and yard areas; and buildings and related facilities/properties.

Directs the removal of debris from rights-of-way, street cleaning, and maintenance of pavement markings and motorized equipment.

Evaluates community maintenance needs and recommends programs or action plans to meet these needs.

Prepares the Public Works Operations Section budget and controls expenditures; coordinates inventory and supply procedures; forecasts future requirements for personnel, supplies, services, and equipment.

Recommends maintenance programs; establishes standards of performance and quality control of work/projects; analyzes productive output in order to disclose areas needing improvement.

Makes periodic inspections of work in progress and upon completion to include work performed by employees and contractors.

Prepares staff reports for various commissions and the City Council.

Serves as Contract Administrator in the administration of service contracts associated with assigned areas of responsibility, including, but not limited to, maintenance of traffic signals and safety lighting, street striping, landscape and building maintenance agreements.

Maintains complete and accurate inventory of all Public Works service contracts, and ensures contractors meet all requirements and fulfill contract terms; performs and oversees the inspection of contracted services; monitors contract expiration dates and ensures timely renewals and/or bid processes.

Prepares requests for proposals (RFP's) and evaluates bids; recommends selection of vendors to provide contracted services.

Serves as Property/Facilities Manager for the City; prepares and maintains an accurate inventory of all City properties/facilities; maintains complete and accurate records of property agreements including lease and rental agreements; receives, deposits, and maintains accurate records of lease/rental payments; ensures all contract terms are adhered to; performs and/or contracts for all necessary maintenance and repairs as required for the City's facilities and real property; maintains records of service and/or maintenance per facility/property.

Prepares various reports and correspondence; maintains records on the status of operations.

Attends meetings and represents the Operations Section; provides information to and consults with the public.

Serves on primary emergency response team in case of emergency or disaster in a position assigned by the City Emergency Plan.

Reads and interprets plans, specs, drawings and blueprints.

Interviews and makes hiring recommendations; supervises, trains, and evaluates personnel; enforces rules and regulations; reviews and approves time cards and employees time off slips; evaluates the performance of subordinates; and participates in disciplinary actions.

Determines maintenance schedule and work methods; instructs subordinates in work methods and safety procedures; troubleshoots difficult or unusual problems; and inspects completed work.

Assumes the duties of the Deputy Public Works Director in his/her absence, as assigned.

Performs related duties as required.

Employment Standards

Education/Experience:

A minimum of five years of progressively responsible experience in public works operations, including two years of supervisory experience, preferably in the public sector; and the completion of an Associate's Degree from an accredited college or university in Business or Public Administration, Construction, Contract Administration, or a related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. A Bachelor's degree is highly desirable, as well as experience in contract, facilities, and property management.

Knowledge of:

Principles and practices of Public Works management; principles of administration, organization and operation; principles and practices of contract administration and property/facilities management; principles of supervision and training; office practices and procedures; general record keeping practices; budget preparation and control; methods, materials, tools, and equipment used in the maintenance and improvement of public works projects including streets, sanitation sewers, and storm drains; safety and safe work practices; organization and management of a comprehensive maintenance program for public works, municipal parks, buildings, grounds and facilities; maintenance needs of park buildings, grounds and all City public facilities/properties; interpersonal skills using tact, patience and courtesy; proper operation and care of maintenance equipment and machines; requirements of maintaining streets in a safe, clean and orderly condition; City organization, operations, policies and objectives; applicable laws, codes, regulations, policies and procedures; operation of computer software and hardware.

Ability to:

Efficiently and effectively manage subordinates assigned to the section; estimate costs, and develop and implement a budget for the assigned area of responsibility; maintain accurate records; perform effective contract and property/facilities management responsibilities; supervise and direct day-to-day activity of assigned personnel; read and interpret engineering plans and specifications; effectively communicate verbally and in writing; establish and maintain effective working relationships with others; coordinate and supervise street, parks, building maintenance operations and activities in a City; analyze all maintenance needs and recommend appropriate programs and services, including hazardous material handling; prioritize, schedule, assign, monitor and review work; meet schedules and time lines; work independently with little direction; analyze situations accurately and adopt an effective course of action; train, supervise and evaluate personnel; operate equipment and machines used in all maintenance operations and activities; observe legal and defensive driving practices; enforce and comply with all safety standards and requirements; utilize computers and related software.

Physical Demands:

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

This is primarily a desk job, with some required field work requiring travel to various locations. Physical demands include occasional lifting up to 25 pounds, some reaching, bending, walking, stooping, and squatting. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires both near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The nature of the work also requires the incumbent to drive motorized vehicles. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

Special Requirements:

This position is required to be on call and/or standby.

License:

Possession of a valid California Class "C" driver's license and a satisfactory driving record.

Working Conditions

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

Ability to exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects up to 25 pounds. Ability to remain in a sitting/standing position for extended periods of time. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal.

May occasionally perform strenuous physical work, combined with bending, twisting, working above ground or on irregular surfaces. May occasionally be exposed to unpleasant elements such as dust, fumes and odors, dampness, noise levels, or outside weather conditions.

FLSA Status

Exempt

ATTACHMENT 3
Second Amendment to Contract with Interwest
Consulting Group

SECOND AMENDMENT TO
AGREEMENT FOR IMPLEMENTATION OF CAPITAL IMPROVEMENT
PROGRAM AND ENGINEERING PROJECTS

THIS AMENDMENT TO THE AGREEMENT ("Second Amendment") is made as of this 19th day of December, 2018 by and between the CITY OF SOUTH PASADENA ("CITY") and INTERWEST CONSULTING GROUP ("CONSULTANT").

RECITALS

WHEREAS, on June 25, 2018, the CITY and CONSULTANT entered into an Agreement for IMPLEMENTATION OF CAPITAL IMPROVEMENT PROGRAM AND ENGINEERING PROJECTS ("Agreement") for CONSULTANT to assist CITY in the implementation of the CITY'S CIP Program and engineering projects by applying effective management systems and providing careful monitoring of work quality, quantity and cost by a California Registered Civil Engineer and Registered Traffic Engineer; and

WHEREAS, the original Agreement was in the amount of \$24,500; and

WHEREAS, due to a vacancy in the Public Works Director position, on August 15, 2018, the CITY and CONSULTANT entered into the First Amendment to the Agreement to increase the hours needed for CONSULTANT to assist the CITY on projects requiring the experience and expertise of a California Registered Civil Engineer and Registered Traffic Engineer, and increase the original Agreement to \$78,300; and

WHEREAS, due to the continued vacancy in the Public Works Director position and further loss of staffing (pending recruitment), the CITY desires to amend the Agreement a second time to increase the hours needed for CONSULTANT to assist the CITY to complete projects, including, but not limited to, the remediation project at the War Memorial Building, overseeing the construction of the EvGo charging station at the Hope and Mound parking lot, overseeing the Emergency Operations Center remodel and overseeing the repairs to the iTennis facility by the iTennis operators.

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

1. Section 3.1 ("Scope of Services") is amended by revising Exhibit A, attached hereto and incorporated by reference.
2. Section 3.4 ("Maximum Amount") of the original Agreement is hereby amended to read as follows:

"MAXIMUM AMOUNT:" The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is \$138,300."

3. Section 3.6 ("Termination Date") of the original Agreement is hereby amended to read as follows:

"TERMINATION DATE:" June 30, 2019

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

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

Dated: _____

"CITY"

By: _____
Stephanie DeWolfe, City Manager

Dated: _____

"CONSULTANT"
INTERWEST CONSULTING GROUP

By: _____
Signature

Printed: _____

Title: _____

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

Attest:

Evelyn G. Zneimer, City Clerk

EXHIBIT A SCOPE OF WORK

SCOPE OF WORK

Approach to Project Management

Interwest has extensive experience and success in developing and implementing municipal public works projects. We create and apply management systems that work and carefully monitor program effectiveness by closely tracking work quality, quantity, and cost. Our approach begins with the identification of specific project priorities and their scheduled completions.

Delivering Capital Projects under aggressive schedules involves management, administration, and oversight of project development teams from inception to completion. Project management to Interwest means complete ownership of all aspects including project delivery, funding, project development, and programming. We measure our success in meeting deadlines, project budgets and most importantly, our client's expectations. Areas of focus include:

- Monitoring program effectiveness
- Agency coordination on joint projects
- Stakeholder & community outreach
- Working with utility agencies on relocations
- Following Caltrans Local Assistance Procedures Manual and Guidelines
- Ensuring environmental regulation compliances
- Advanced project planning
- Bid & award contracts
- Managing federally funded projects
- Outside agency encroachment permits

Current Workload

Steven currently works part time onsite at City Hall and is expected to continue working between 15 and 20 hours per week throughout the extended duration of the contract to June 30, 2019.

Below we list the projects that Steven is anticipated to provide project management services on in 2019:

- Bicycle Parking
- Mission Street In-pavement Lights
- SR 110 Hook Ramp
- City Hall Pervious Pavement Demonstration Project
- CNG and Electric Vehicle Fueling Stations

We also understand that Steven will assist City staff with the following projects:

- CDBG Sidewalk Repairs and Access Ramps
- Slurry Seal Road Maintenance

STAFFING

Our proposed Project Manager, **Steven L. Wright, PE, TE**, is a professional Civil and Traffic Engineer, licensed in the State of California with over 30 years of relevant experience. While he has served clients throughout Southern California, his career has been focused on serving communities in Los Angeles County. Before joining Interwest, Steve served the City of Pasadena for a combined total of 28 years, holding titles including City Engineer, Assistant City Engineer, and Transportation Administrator. Now as an Interwest employee, he has provided project and construction management services to the Cities of Maywood, Rancho Palos Verdes, Lomita, Gardena, and South Pasadena.

Steve is not only extremely familiar with Greenbook and Caltrans standards for project delivery; he also has in-depth experience with their application locally. His decades of local experience have made him an ideal candidate to anticipate and address the unique challenges faced by the City and your community. Steve has a clear understanding of project scheduling, best construction practices, and the caliber of communication, both with City staff and interdepartmentally, required for the successful delivery of Capital Improvement Projects.

FEE PROPOSAL

We propose that Steven L. Wright continue to provide services at an hourly rate of \$145 for the duration of the extended contract. Based on his projected workload and the proposed contract extension to June 30, 2019, we anticipate the need to amend our current contract for these services to add \$60,000 for a total not-to-exceed amount of \$ 138,300.

ATTACHMENT 4

First Amendment to Contract with Interwest Consulting
Group

FIRST AMENDMENT TO
AGREEMENT FOR IMPLEMENTATION OF CAPITAL IMPROVEMENT
PROGRAM AND ENGINEERING PROJECTS

THIS AMENDMENT ("Amendment") is made as of this 15th day of August, 2018, by and between the CITY OF SOUTH PASADENA ("CITY" or OWNER) and INTERWEST CONSULTING GROUP, ("CONSULTANT").

RECITALS

WHEREAS, on June 25, 2018, the CITY and CONSULTANT entered into an Agreement for IMPLEMENTATION OF CAPITAL IMPROVEMENT PROGRAM AND ENGINEERING PROJECTS ("Agreement") for CONSULTANT to assist City in the implementation of the City's CIP Program and engineering projects by applying effective management systems and providing careful monitoring of work quality, quantity and cost by a California Registered Civil Engineer and Registered Traffic Engineer; and

WHEREAS, the original Agreement was in the amount of \$24,500; and

WHEREAS, due to a vacancy in the Public Works Director position and a delay in the implementation of engineering projects, the CITY desires to amend the Agreement to increase the hours needed for CONSULTANT to assist the City on projects requiring the experience and expertise of a California Registered Civil Engineer and Registered Traffic Engineer; and

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

1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

"MAXIMUM AMOUNT": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is \$78,300.

2. SCOPE OF SERVICES. The attached Exhibit A supersedes the original Exhibit A of the agreement to reflect the increase in hours of work and contract amount.

3. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

"City"
City of South Pasadena

By: [Signature]
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 8/15/2018

"Consultant"
Interwest Consulting Group

By: [Signature]
Signature

Printed: James G Ross

Title: Public Works Group Leader

Date: 8/9/18

Attest:

By: [Signature]
Evelyn G. Zneimer, City Clerk

Date: 8/15/2018

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 8/15/2018

CITY MANAGER'S OFFICE
Human Resources

AUG 10 2018

Received by _____

ATTACHMENT 5

Original Contract with Interwest Consulting Group

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Interwest 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 Interwest Consulting Group, a private consulting firm. ("Consultant").

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **To provide Project Management Services for the implementation of the City's Capital Improvement Program and engineering projects. Consultant shall assist City in the implementation of the City's CIP Program and engineering projects by applying effective management systems and providing careful monitoring of work quality, quantity and cost by a California Registered Civil Engineer and Registered Traffic Engineer.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's **June 25, 2018** 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 Stephanie DeWolfe, City 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

- 3.3. "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 Twenty Four Thousand Five Hundred Dollars (\$24,500).
- 3.5. "Commencement Date": June 25, 2018.
- 3.6. "Termination Date": December 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. Jim Ross, Principal-in-Charge shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this

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

6. SUBCONTRACTING

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

7. COMPENSATION

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

and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

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

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful

misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena – Project Management Services
- 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: Mariam Lee Ko, Human Resources Manager, South Pasadena, CA 95945.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Mariam Lee Ko
City of South Pasadena
Human Resources Division
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7312
Facsimile: (626) 403-7313

If to Consultant

Jim Ross, Principal-In-Charge
Interwest Consulting Group
15140 Transistor Lane
Huntington Beach, CA 92649
Telephone: (714) 742-1551

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

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

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

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

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

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

"City"
City of South Pasadena
By: 
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: June 25, 2018

"Consultant"
Interwest Consulting Group
By: 
Signature

Printed: James G. Ross

Title: Public Works Group Leader

Date: 6/28/18

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 7/3/2018

June 25, 2018



Mariam Lee, Human Resources Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

RE: Proposal To Provide Project Management Services for the Implementation of the City's Capital Improvement Program

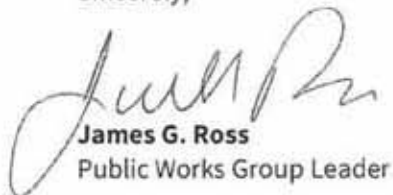
Thank you for the opportunity to serve the City of South Pasadena's Public Works Department. We are pleased to offer this letter proposal to provide Project Management Services for the Implementation of the City's Capital Improvement Program.

We understand that the City will need a qualified individual to serve onsite 20 hours, 3 days per week helping the City's staff to implement their CIP Program by applying effective management systems and carefully monitoring work quality, quantity, and cost. We understand that the cost for these services is not expected to exceed \$25,000.

For this effort, we propose **Steven L. Wright, PE, TE** at an hourly rate of \$145. Steven is a California Registered Civil Engineer and Registered Traffic Engineer with more than 30 years of experience providing a variety of public works services to municipalities in Southern California, including capital projects, traffic and special projects such as wastewater and storm drain systems, undergrounding of utilities, public facilities, and park and median island improvements. Prior to joining Interwest, Steven served the City of Pasadena as a City Engineer, Assistant City Engineer, Interim Transportation Administrator, Associate Civil Engineer and Assistant Civil Engineer for nearly 30 years. His wealth of experience and local familiarity make him an ideal candidate to perform the requested services.

I will serve as Principal-in-Charge and as the City's Management Contact. Please do not hesitate to contact me at 714.742.1551 or jross@interwestgrp.com should you have any questions. Thank you again for the opportunity to assist the City of South Pasadena on this project.

Sincerely,


James G. Ross
Public Works Group Leader



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

E D U C A T I O N

Bachelor of Science
Civil Engineering
California State Polytechnic University
Pomona, CA

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Civil Engineer | C48650
CA Registered Traffic Engineer | TR1755

**P R O F E S S I O N A L
A F F I L I A T I O N S**

Member – Institute of
Transportation Engineers
Member – American Public Works
Association
Member - American Society of
Civil Engineers
Member – City and County Engineers
Association

**S P E A K I N G
E N G A G E M E N T S**

American Public Works Association
November 2007 (Los Angeles, CA)
City and County Engineers Association
March 2008, (Los Angeles, CA)
American Society of Civil Engineers April
2008 (Arlington, VA)
American Planning Association April 2008
(Los Angeles, CA)
League of California Cities Public Works
Officers Institute March 2010
(Monterey, CA)
American Institute of Architects August
2011 (Pasadena, CA)
American Public Works Association Public
Works Institute October 2014
(Downey, CA)
American Public Works Association Public
Works Institute May 2015 (Downey, CA)

Steven L. Wright, PE, TE

CA Registered Professional Civil Engineer

CA Registered Professional Traffic Engineer

Steven is a registered Civil and Traffic Engineer with more than 30 years of experience providing a variety of public works services to municipalities in Southern California. His background demonstrates his exposure to and familiarity with a diverse range of public works disciplines including land development, capital projects, traffic and special projects such as waste water and storm drain systems, undergrounding of utilities, public facilities, and park and median island improvements.

P R O J E C T S P E C I F I C E X P E R I E N C E

City Engineer | Assistant City Engineer | Interim Transportation Administrator
1994-2017 City of Pasadena | CA

Steve directed and organized the work of a large and multi-disciplined team comprised of the Engineering, Construction, and Public Works Design Divisions. He oversaw, coordinated and supervised the work of engineers, inspectors and survey staff. Steve managed and supervised programs and activities relating to transit services, parking management and enforcement, transportation planning, and traffic engineering. He was responsible for neighborhood traffic planning and analysis; design of signing and striping improvements; review of traffic impact reports for new developments; conditional use permits; and specific and general plan efforts. He prepared and administered consultant contracts and a variety of reports for city council, commissions and the community. He helped prepare capital and operation budgets, monitor revenue and expenses and maintain fiscally responsible project budgets. Steve was also responsible for the recruitment, selection, training and development of department staff.

Traffic Engineer

1993-1994

City of Chino Hills | CA

Steve's responsibilities included managing public works capital improvement and private development projects; the inspection of road repairs and preventative maintenance programs; issuing encroachment permits and working the permit counter; performing traffic signal design, signal timing and operation; designing traffic signing, striping and channelization; reviewing traffic studies; performing transportation planning, street lighting design, coordination of freeway construction and plan checking. Steve also coordinated and supervised the work of engineer assistants, inspectors, maintenance supervisors, laborers and clerical support. He prepared the capital and operating budgets for the roads, construction, and traffic sections. He also prepared grant applications for state and federal funding on transportation-related improvements and programs.

Associate Civil Engineer | Assistant Civil Engineer

1988-1993

City of Pasadena | CA

Steve designed and prepared plans, specifications, and engineer's estimates for the installation of traffic signal systems and channelization.



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Engineer Assistant

1986-1988

City of Los Angeles | CA

Steve performed investigations, and analyzed and studied street traffic conditions to determine appropriate traffic control measures, which entailed responding to requests from the public, respective Council Offices, and other government agencies on traffic-related issues.

Junior Civil Engineer

1986

California State Dept. of Transportation

Steve performed construction inspection of freeway interchanges, retaining walls and bridges to ensure conformance to plans and specifications. He provided consultation, research and design work for the project during construction.



City of South Pasadena

Memo

Date: December 19, 2018

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager 

Re: City Council Meeting December 19, 2018- City Council Item
Proposed letter to the California Public Utilities Commission regarding Southern California Edison Power Procurement Costs

The subject matter is on the agenda at the request of Councilmember Diana Mahmud. It concerns pending litigation at the California Public Utilities Commission (CPUC) regarding Southern California Edison's (SCE's) attempt to raise next year's energy rates to recover the costs it incurred over this summer to procure energy, estimated at \$972 million. SCE wants to charge approximately \$125 million of the shortfall to more than one million homes and businesses that will leave Edison over the next few months to join Clean Power Alliance (CPA).

Background

The City of South Pasadena (City) was the second city to join the CPA in 2017. The goal of community choice aggregators like the CPA is to offer more energy options to local consumers. As a member of the CPA, electricity customers are automatically enrolled in the program. However, the consumers have the right to opt out and continue to obtain power through SCE.

On February 21, 2018, the City Council approved the default energy mix for business and government customers at 50% greenhouse gas (GHG) free mix as it represents a substantial increase in renewable energy compared to SCE's energy mix. On October 17, 2018, the City Council approved a default energy mix of 100% GHG free mix for residential consumers, to take effect in February 2019.

Action Requested

The City Council may approve the letter (attached) to the CPUC expressing concern on SCE's filing seeking recovery of its losses by unfairly passing on the cost to CPA member constituents.



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

December 19, 2018

Commissioner Martha Guzman Aceves
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: Application 18-05-003

Dear Commissioner Guzman Aceves:

The City of South Pasadena was only the second city to join the Clean Power Alliance (CPA), based on our firm belief that participating in a community choice aggregator would expedite and facilitate the ability of our residents and business to access renewable energy at affordable rates. Indeed, we are very proud of the fact that our city is the first in the nation to exclusively utilize electric equipment in the maintenance of our parks, medians and golf course. Our council recently adopted CPA's 100% renewable energy as the default energy product for our residents. We estimate this energy product will cost about 9% more than Southern California Edison's (SCE) current residential energy rate. Thus, we are very sensitive to any further increases to energy rates.

We write to express concern about SCE's recent Energy Resource Recovery Account filing seeking recovery of \$972 million (recently increased from \$750 million) it apparently lost in energy markets in 2018. We believe the Commission should prevent those costs from being unfairly passed on to our constituents, who strongly support South Pasadena's efforts to provide them with energy products featuring increased amounts of renewable energy at competitive rates.

SCE's request to recover its almost \$1 billion loss, and the significant increase it seeks in its ERRA, is unprecedented and unwarranted. We understand that SCE has never previously attempted to either refund overcollections or recover under collections in an ERRA proceeding. An ERRA proceeding is not the appropriate procedural vehicle in which to address SCE's request for recovery of \$972 million against complex issues associated with departing load. South Pasadena notes that, although CPA commenced service to its commercial customers (including South Pasadena businesses), during the same time SCE incurred its huge losses, CPA's energy procurement resulted in no economic loss.



If the Commission nevertheless decides to permit SCE's partial or total recovery of its massive loss from its former ratepayers, we believe any SCE recovery for its under collections must balance against its overcollections. It only makes sense that SCE's procurement loss offsets brown power overpayments in 2018, which would result in all ratepayers, bundled and departing, being treated fairly.

It's unfortunate that SCE neglected to adequately protect all its ratepayers against the huge economic loss it incurred in energy procurement in 2018. South Pasadena recommends that the Commission refrain from addressing new complexity associated with departing load issues in ERRRA proceedings. Alternatively, we recommend SCE funds collect funds from former customers' over-payments.

Thank you for your consideration of our perspective.

Sincerely,

Marina Khubesrian, M.D.
Mayor

cc: Edward Randolph, Director, Energy Division
Senator Anthony Portantino
Assemblymember Chris Holden



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