



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

**City Manager's Conference Room, Second Floor, City Hall
1414 Mission Street, South Pasadena, CA 91030**

Wednesday, November 7, 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 Richard D. Schneider, M.D.

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

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

Property: 1700 Mission Street, South Pasadena, CA 91030
(APN No. 5318-014-057)

Agency Negotiators: City Manager Stephanie DeWolfe; City Attorney Teresa L. Highsmith

Negotiating Parties: Lilian M. Myers and Kenneth D. Myers

Under Negotiation: Terms of Payment

C. Conference with Real Property Negotiators

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

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

Agency Negotiators: City Manager Stephanie DeWolfe; City Attorney Teresa L. Highsmith


Negotiating Party: San Pascual Stables, LLC

Under Negotiation: Lease Agreement

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.

11/01/2018

Date


Desiree Jimenez, CMC
Deputy City Clerk



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

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

Wednesday, November 7, 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 Richard D. Schneider, M.D.

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Marina Khubesrian, M.D.

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. South Pasadena Tournament of Roses Committee Annual Float Fundraiser Drawing for the Ultimate Tournament of Roses Experience

3. South Pasadena Care Center Update

COMMUNICATIONS**4. 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.

5. City Manager Communications**6. 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**7. Minutes of the City Council Meeting of October 17, 2018****Recommendation**

Approve the minutes of the October 17, 2018 City Council Meeting.

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

Approve the City of South Pasadena Prepaid Warrants Nos. 204693 through 204790 in the amount of \$514,531.74; General City Warrants Nos. 204791 through 204917 in the amount of \$1,531,799.97; and Payroll dated October 19, 2018, in the amount of \$811,024.88.

9. Approval of Contract Amendment with Vavrinek, Trine, Day & Co., LLP for an additional amount of \$50,000, for a total not-to-exceed amount of \$75,000**Recommendation**

Approve a contract amendment with Vavrinek, Trine, Day & Co., LLP for an amount not to exceed \$75,000.

10. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Mission Street Improvement Project and Authorization to Release Retention Payment to American Asphalt South, Inc. in the Amount of \$11,487

Recommendation

1. Accept the Mission Street Improvement Project as complete.
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.
3. Authorize release of retention payment to American Asphalt South, Inc., in the amount of \$11,487.

11. Acceptance of Project Completion and Authorization to File a Notice of Completion for the El Centro Street Improvement Project and Authorization to Release Retention Payment to E.C. Construction Company in the Amount of \$33,370

Recommendation

1. Accept the El Centro Street Improvement Project as complete.
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder/County Clerk.
3. Authorize release of retention payment to E.C. Construction Company, in the amount of \$33,370.
4. Authorize the appropriation of the remaining balance amount of \$107,000 to the phase three of the Monterey Road Street Improvement Project in the Account Number 104-9000-9203.

12. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Installation of a Safety Canopy Structure Over the Arroyo Seco Bicycle and Pedestrian Trail Along the Arroyo Seco Driving Range and Authorization to Release Retention Payment to Judge Netting, Inc., in the Amount of \$3,525

Recommendation

1. Accept the Installation of a Safety Canopy Structure over the Arroyo Seco Bicycle and Pedestrian Trail along the Arroyo Seco Driving Range as complete.
2. Authorize the recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk.
3. Authorize release of retention payment to Judge Netting, Inc., in the amount of \$3,525.

13. Authorize the Purchase and Outfitting of Two Police Vehicles and the Transfer and Outfitting of an Administrative Vehicle to Patrol in the Amount of \$ 110,802.81 with Wondries Fleet Group

Recommendation

1. Approve the purchase of a a 2019 Ford Interceptor Police Utility Vehicle and a 2019 Ford Fusion Hybrid Responder in the amount of \$66,742.42 through Wondries Fleet Group under the Cooperative Purchase Provisions of the National Joint Powers Alliance (NJPA) #120716 and authorize the City Manager to execute all related documents.
2. Award a contract to Commline Inc. in the amount of \$44,060.39 for the installation of emergency equipment in both Ford Police Utility Interceptors, a computer monitor in the 2017 Ford Police Interceptor, and a radio in the 2019 Ford Fusion.

14. Authorize Purchase of a Police K9 Vehicle for \$27887 Utilizing COPS Grant Funds

Recommendation

Approve the purchase of a 2019 Dodge Charger vehicle in the amount of \$27,887 through Wondries Fleet Group under the Cooperative Purchase Provision of the County of Los Angeles Contract #PPOSH17369005-1 and authorize the City Manager to execute all related documents.

15. Adopt a Resolution Affirming the San Gabriel Valley Council of Governments Guiding Principles on Homeless Programs

Recommendation

Adopt a resolution affirming the San Gabriel Valley Council of Governments guiding principles on homeless programs.

16. Release of an Expired Covenant for a Development, Operation, and Reciprocal Easement Agreement for 1511 Mission Street and 901 Fair Oaks Avenue

Recommendation

Authorize the release of an expired covenant for a Development, Operations, and Reciprocal Easement Agreement applied to the two properties located at 1511 Mission Street and 901 Fair Oaks Avenue.

ACTION/DISCUSSION

17. Update on the 2018 California State Legislative Session

Recommendation

Receive and file an update on the 2018 California State Legislative Session.

18. Reorganization of the Finance Department Including: Adoption of Resolutions and a Side Letter with the South Pasadena Public Service Employees’ Association, Approval of New Job Descriptions, and Authorization to Enter into Agreements with HdL Companies for Business License Administration Services and ADP, LLC for Payroll Administration Services

Recommendation

1. Adopt a resolution approving a side letter reflecting changes to Resolution No. 7527, the Memorandum of Understanding between the City and the South Pasadena Public Employees’ Association.
2. Adopt a resolution, Superseding Resolution No. 7538, updating and establishing the Unrepresented Management Employee classifications, benefit listing and salary schedule.
3. Approve five (5) job descriptions for new classifications within the Finance Department.
4. Authorize the City Manager to execute an agreement with HdL Companies for the administration of City business licenses.
5. Authorize the City Manager to execute and sign a Sales Order and Master Services Agreement with ADP, LLC for the administration of payroll services.

REPORTS

19. Update on Election Results (no staff report)

20. Update on the Wilson Reservoir Wellhead Treatment System (no staff report)

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

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

November 21, 2018	CANCELLED		
December 5, 2018	Regular City Council Meeting	Council Chamber	7:30 p.m.
January 2, 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.

11/01/2018

Date

Desiree Jimenez

Desiree Jimenez, CM
Deputy City Clerk



Wednesday, October 17, 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, October 17, 2018, at 7:49 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; City Clerk Zneimer; 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

Mayor Schneider led the Pledge of Allegiance.

PUBLIC COMMENTS

Mary Ferrero, South Pasadena Resident, discussed traffic issues on Fremont Avenue.

Laurie Wheeler, South Pasadena Chamber of Commerce President & CEO, encouraged the community to attend the upcoming South Pasadena Arts Crawl event on October 20, 2018.

Steve Stafford, Temple City Resident, stated that he provided the Police Chief with phone numbers to a crisis team to assist in emergency situations; discussed ongoing issues with Southern California Edison.

John Srebalus, South Pasadena Resident, discussed the Caltrans owned properties in South Pasadena and offered his services to the City to provide outreach to the public on affordable housing.

AGENDA ITEM 7

Bianca Richards, South Pasadena Resident, requested that City Council agendas be printed double-sided.

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, Pursuant to Government Code Section 54956.9 (d)(2):

Number of Potential Cases: 1

C. Conference with Real Property Negotiators

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

Property: 1700 Mission Street, South Pasadena, CA 91030
(APN No. 5318-014-057)

Agency Negotiators: City Manager Stephanie DeWolfe; City Attorney Teresa L. Highsmith

Negotiating Parties: Lilian M. Myers and Kenneth D. Myers

Under Negotiation: Terms of Payment

D. Public Employee Performance Evaluation

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

Title: City Manager

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

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

Chris Briffett, Pasadena Humane Society Education Coordinator, presented animals available for adoption.

3. Presentation of a Certificate of Appreciation to Olaf and Helga Weidekat, of Mission Framing, for Over 29 Years of Service to the South Pasadena Community

Mayor Schneider presented a Certificate of Recognition to Olaf and Helga Weidekat for over 20 years of service to the South Pasadena community.

4. Merchant Minute

South Pasadena Chamber of Commerce President & CEO Laurie Wheeler thanked Mission Framing for their service to the community.

REPORTS**20. Southern California Edison System Reliability Report and Response to Community Concerns**

Jeannette Soriano, Southern California Edison (SCE) Government Relations Manager, Tom Tran, Planning Supervisor for Monrovia District, Albert Diaz, Supervisor for the Monrovia District, and David Guzman, Manager for Vegetation Management provided a PowerPoint presentation and responded to City Council inquiries.

Mayor Schneider opened the public comment period.

Jan Marshall, South Pasadena Resident, expressed her opposition to the proposed fence on the SCE right-of-way between Mission Street and Oxley Street.

David Lyman, South Pasadena Resident, thanked the City Council and staff for providing a report on this item.

Kim Hughes, South Pasadena Resident, stated a schedule of the installation of poles would be beneficial to the community; discussed a planned power outage during Christmas week last year.

Elaine Hanna, South Pasadena Resident, stated that clarification is needed on what is SCE's property and what is the resident's property along the right-of-way between Mission Street and Oxley Street; asked that overgrown vegetation and debris be cleaned up in that area.

Richard Marshall, South Pasadena Resident, reiterated Ms. Hanna's comments.

Jessica Sandoval Salazar, South Pasadena Resident, expressed her opposition to the proposed fence on the SCE right-of-way between Mission Street and Oxley Street.

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

The City Council asked that SCE resolve the following City and community concerns:

1. Increased outreach to the community.
2. Maps provided in the future to include planned vs. unplanned outages.
3. How many instances SCE has had to re-do work that was improperly done and whether SCE will incur the cost of the initial repair.
4. Effects of creosote that are used on new poles to ward off animals and insects.
5. Follow-up on the undergrounding wires running through Garfield Park
6. Providing a maintenance schedule for SCE's right-of-ways in South Pasadena.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Joe shared photos of a recent preschool book reading he attended at the South Pasadena Public Library with the City Manager and City firefighters.

Mayor Pro Tem Khubesrian shared photos of Principal Management Analyst Aceves' new baby girl; a cheat sheet on insect repellents that work; the recent arrival of Aedes mosquitos which are more aggressive than Culex mosquitos; information about fleas that can spread typhus.

MOTION BY MAYOR PRO TEM KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, to bring back a report about mosquito prevention at a future City Council meeting.

Councilmember Cacciotti shared photos from the South Coast Air Quality Management District Clean Air Awards Dinner; cars parked in a path near the Arroyo Seco Bicycle and Pedestrian Trail; a South Pasadena Chinese American Club event.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM KHUBESRIAN, to adjourn the City Council meeting in memory of South Pasadena Resident Margo Ruzinsky.

Councilmember Mahmud provided an update on the Clean Power Alliance; discussed an article in the L.A. Times that supports the passage of Measure W; discussed a recent interview with South Podsadena hosted by Ed Donnelly; encouraged the community to attend the Oktoberfest booth at the South Pasadena Arts Crawl event on October 20, 2018.

MOTION BY MAYOR SCHNEIDER, SECOND BY COUNCILMEMBER CACCIOTTI, to bring an item back to discuss minimum wage in South Pasadena.

MOTION BY MAYOR PRO TEM KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, to discuss modifying the City's observance of Columbus Day.

MOTION BY MAYOR PRO TEM KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, to bring back a resolution opposing offshore drilling.

6. City Manager Communications

City Manager DeWolfe announced the upcoming grand opening of the Arroyo Seco Bike and Pedestrian Trail on Saturday, October 20, 2018; shared photos from the recent Holy Family Food Bank; encouraged the community to participate in the Earthquake Brace & Bolt Program.

7. Reordering of and Additions to the Agenda

Mayor Schneider stated that Item No. 12 will be moved to a future City Council meeting; moved Item No. 20 to immediately follow presentations.

CONSENT CALENDAR

Councilmember Mahmud pulled Item Nos. 9 & 14 for separate discussion.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve Consent Calendar Item Nos. 8, 10, 11, 13, and 15-17.

8. Minutes of the City Council Meeting of October 3, 2018

Approved the minutes of the October 3, 2018 City Council Meeting.

10. Monthly Investment Reports for August 2018

Received and filed the monthly investment reports for August 2018.

11. Second Reading and Adoption of an Ordinance to Establish a Public Art Development Fee Program and Second Reading and Adoption of an Ordinance to Create a Public Art Commission

1. Read by title only for second reading, waiving further reading, and adopted Ordinance No. 2325 adding Division 36.390 ("Public Art Program") and Chapter 36.395 ("Public Art Development") to Article III of Chapter 36 of the South Pasadena Municipal Code regarding the establishment of a Public Act Program and corresponding Art Development Fee Program.
2. Read by title only for second reading, waiving further reading, and adopted Ordinance No. 2326 adding a new article IVL (Public Art Commission) of the South Pasadena Municipal Code to create a Public Art Commission.

12. Approval of a Concession Lease Agreement with San Pascual Stables, LLC for Operation of the San Pascual Stables

THIS ITEM WAS MOVED TO A FUTURE CITY COUNCIL MEETING.

13. Authorize the First Contract Amendment with Clean Fuel Connection, Inc. for Additional Electrical Work for the Compressed Natural Gas (CNG) Station Upgrade Project in an Amount of \$67,535 for a Total Not-to-Exceed Contract Amount of \$367,535 and Extend the Contract Time by 100 Calendar Days for a Total Contract Time of 250 Calendar Days

1. Authorized the City Manager to execute the first contract amendment with Clean Fuel Connection, Inc., in an additional amount of \$67,535 for a total not-to-exceed contract amount of \$367,535 and extend the contract time by 100 calendar days for a total contract time of 250 calendar days, to provide extra electrical work and purchase a new electric vehicle charger for the Compressed Natural Gas Station Upgrade Project.
2. Appropriated a sum of \$57,000 from Proposition A to Account No. 207-9000-9307-9307.

15. Adoption of a Resolution Setting a Public Hearing Date for the Landmark Designation of the South Pasadena Library Tree Project Number 2155-LHD

Adopted Resolution No. 7583 setting a date certain for the Public Hearing of the Landmark nomination in accordance to the Landmark Designation procedures set forth in the City's Cultural Heritage Ordinance, SPMC Section 2.63(C)(9). Staff is recommending the formal designation proceedings to take place at the regularly scheduled December 5, 2018 City Council Meeting.

16. Adoption of a Resolution Setting a Public Hearing Date for the Landmark Designation, 320 Grand Avenue (Koebig House) Project Number 2123-LHD

Adopted Resolution No. 7584 setting a date certain for the Public Hearing of the Landmark nomination in accordance to the Landmark Designation procedures set forth in the City's Cultural Heritage Ordinance, SPMC Section 2.63(C)(9). Staff is recommending the formal designation proceedings to take place at the regularly scheduled December 5, 2018 City Council Meeting.

17. Approval of a Letter in Opposition to a Provision in House Resolution 2 (H.R. 2), the Agricultural Act of 2018

Approved a letter in opposition to a provision in House Resolution 2 (H.R. 2), the Agricultural Act of 2018, which could block the important right of local governments across the country to enact pesticide ordinances intended to safeguard children's health, our communities and the environment.

ITEMS PULLED FROM THE CONSENT CALENDER

9. Prepaid Warrants, General City Warrants, and Payroll

Councilmember Mahmud asked that the proposed submission of payment to High Point Strategies in the amount of \$4,000 be removed from the proposed warrants.

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 approve the City of South Pasadena Prepaid Warrants Nos. 204475 through 204540 in the amount of \$1,852,499.85 General City Warrants Nos. 204541 through 204692 in the amount of \$255,520.98; Payroll dated October 5, 2018, in the amount of \$595,860.78; and Wire Transfers in the amount of \$1,636,857.96, as amended.

14. Adoption of a Resolution Approving Membership Within the Los Angeles Area Regional Training Group and Approval of the Joint Powers Agreement for the Los Angeles Area Regional Training Group

Councilmember Mahmud stated she spoke to Fire Chief Riddle and came to the understanding that there will be no hiring of any employees currently in CalPERS under this agreement and requested that when an amendment is brought to the City Council in the future that it expressly prohibit the hiring of any employee currently enrolled in CalPERS.

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:

1. Adopt Resolution No. 7582 approving membership within the Los Angeles Area Regional Training Group Joint Powers Authority.
2. Approve the Los Angeles Area Regional Training Group Joint Powers Agreement (JPA).
3. Authorize the City Manager to execute the JPA agreement and to take such reasonable actions as may be required to implement the intent of the JPA.

ACTION/DISCUSSION

18. Approval of the City of South Pasadena's Arroyo Verdugo Communities Joint Powers Authority Draft Measure M Multiyear Subregional Program Project List

Principal Management Analyst Lin and Jon Overman, Cambridge Systematics, presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public comment period.

Kim Hughes, South Pasadena Resident, discussed several traffic issues in the City that could benefit from the Measure M funding.

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 MAHMUD, CARRIED 5-0, to approve the City of South Pasadena's Arroyo Verdugo Communities Joint Powers Authority Draft Measure M Multiyear Subregional Program project list.

19. Reconsider the City of South Pasadena's Default Energy Mix of Fifty Percent Renewable Energy Option for the Clean Power Alliance of Southern California

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

Mayor Schneider opened the public comment period.

The following individuals expressed their support for the 100 percent renewable energy option for the Clean Power Alliance of Southern California:

1. Peter Kalmus, Member of the Public
2. Kris Young, Member of the Public
3. Ron Whitehurst, Member of the Public
4. Jan Dietrick, Member of the Public
5. Michelle Allison, Member of the Public

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 MAYOR SCHNEIDER, CARRIED 5-0, to select the default option of 100% renewable energy option for the Clean Power Alliance of Southern California.

REPORTS

21. Information Presentation on New City Hall Art Gallery

Principal Management Analyst Lin and Howard Spector, South Pasadena Arts Council CEO, presented the staff report and responded to City Council inquiries.

Mayor Schneider opened the public comment period.

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

Councilmembers discussed the item and staff answered related questions.

22. Update on the Wilson Reservoir Wellhead Treatment System

THIS ITEM WAS MOVED TO A FUTURE CITY COUNCIL MEETING.

ADJOURNMENT

Mayor Schneider adjourned the City Council Meeting in memory of Margo Ruzinsky at 11:02 p.m.

Evelyn G. Zneimer
City Clerk

Richard D. Schneider, M.D.
Mayor

Minutes approved by the South Pasadena City Council on November 7, 2018.

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City Council Agenda Report

ITEM NO. 8

DATE: November 07, 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 \$514,531.74, General City Warrants in the Amount of \$1,531,799.97 and Payroll in the Amount of \$811,024.88**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:		
Warrant # 204693 – 204790		\$ 514,531.74
General City Warrants:		
Warrant # 204791 – 204917		\$ 1,531,799.97
Payroll 10-19-18		\$ 811,024.88
Wire Transfers		\$ -
RSA:		
Prepaid Warrants		\$ -
General City Warrants		\$ -
 Total		 <u>\$ 2,857,356.59</u>

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 10-19-18
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

City of South Pasadena
Demand/Warrant Register
Recap by fund

Fund No.	Date		Payroll
	11.07.18		
	Amounts		
	Prepaid	Written	
General Fund	150,062.96	149,786.92	309,117.08
Insurance Fund	2,667.00		
Street Improvement Program		118,880.14	
Facilities & Equip.Cap. Fund			
Local Transit Return "A"		820.00	8,314.88
Local Transit Return "C"	159.81	4,910.99	6,712.35
TEA/Metro		1,246.72	
Sewer Fund	159.82	28.94	14,129.68
CTC Traffic Improvement			
Street Lighting Fund	16,141.88	60,727.99	7,017.22
Public,Education & Govt Fund			
Clean Air Act Fund	10,459.00		
Business Improvement Tax	29,100.00	2,500.00	
Gold Line Mitigation Fund			
Mission Meridian Public Garage		804.13	
Housing Authority Fund	1,301.10	1,074.18	
State Gas Tax	905.19	234.88	19,054.49
County Park Bond Fund	72.95	1,896.63	
Measure R		34,781.90	
MSRC Grant Fund			
Bike & Pedestrian Paths			
BTA Grants		102,827.00	
Golden Streets Grant			
Capital Growth Fund			
CDBG		7,743.60	
Asset Forfeiture			
Police Grants - State			
Homeland Security Grant			
Park Impact Fees			
HSIP Grant			
Arroyo Seco Golf Course			
Sewer Capital Projects Fund		11,710.00	
Water Fund	290,848.08	1,031,825.95	64,721.42
2016 Water Revenue Bonds Fund			
Public Financing Authority			
Payroll Clearing Fund	12,489.45		381,957.76
Wire Transfer - Various Funds			
Column Totals	514,367.24	1,531,799.97	811,024.88
City Report Totals		2,857,192.09	

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA	164.50	-	-
Column Totals	164.50	-	-
RSA Report Totals		164.50	

Grand Report Total	Amounts		
	Prepaid	Written	Payroll
	514,531.74	1,531,799.97	811,024.88
Grand Report Total		2,857,356.59	

Richard D. Schneider M.D., Mayor

Craig Koehler, Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

<u>Voided Checks</u>	
203758	\$259.00
204602	\$4,000.00

Accounts Payable

Check Detail

User: elin
 Printed: 10/25/2018 - 3:02PM



Check Number	Check Date		Amount
ACTM3010 - Accountemps Line Item Account			
204693	10/11/2018		
Inv	51607284		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/22/2018	Finance Temp Svcs - Ako, Djebbe Pie w/e 8/17/18	101-3010-3011-8180-000	2,062.50
Inv 51607284 Total			2,062.50
Inv	51950272		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Finance Temp Svcs - Lin, Yingying w/e 10/05/18	101-3010-3011-8180-000	1,720.00
Inv 51950272 Total			1,720.00
Inv	51950320		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Finance Temp Svcs - McCaslin, Erin w/e 10/05/18	101-3010-3011-8180-000	2,288.00
Inv 51950320 Total			2,288.00
204693 Total:			6,070.50
204721	10/18/2018		
Inv	51999274		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	Finance Temp Svcs - McCaslin, Erin w/e 10/12/18	101-3010-3011-8180-000	2,288.00
Inv 51999274 Total			2,288.00
204721 Total:			2,288.00
204768	10/25/2018		
Inv	52051626		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Finance Temp Svcs - Lin, Yingying w/e 10/19/18	101-3010-3011-8180-000	1,720.00
Inv 52051626 Total			1,720.00
Inv	52051633		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Finance Temp Svcs - McCaslin, Erin w/e 10/19/18	101-3010-3011-8180-000	2,788.50

Inv 52051633 Total		2,788.50
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204768 Total:		4,508.50
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ACTM3010 - Accountemps Total:		12,867.00
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ATCN9011 - AT & T Line Item Account

204694 10/11/2018

Inv 000011963154

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	9391036942 8/27-09/26/18	101-2010-2032-8150-000	207.45

Inv 000011963154 Total		207.45
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Inv 000011963155

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	9391036943 8/27-09/26/18	101-2010-2032-8150-000	207.60

Inv 000011963155 Total		207.60
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204694 Total:		415.05
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ATCN9011 - AT & T Total:		415.05
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AT&T5006 - AT & T U-Verse Line Item Account

204695 10/11/2018

Inv 284743823

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	IT Telephone 9/26/10/25/18	101-2010-2032-8150-000	35.61

Inv 284743823 Total		35.61
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204695 Total:		35.61
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AT&T5006 - AT & T U-Verse Total:		35.61
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AT&T5011 - AT&T Line Item Account

204722 10/18/2018

Inv 248 134-6100

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	10/01-10/31/18	101-2010-2032-8150-000	9.34

Inv 248 134-6100 Total		9.34
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Inv 331 841-0756

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
10/07/2018	10/7-11/6/18	101-2010-2032-8150-000	33.03
Inv 331 841-0756 Total			33.03
Inv 331 841-0802			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/07/2018	10/7-11/6/18	101-2010-2032-8150-000	33.03
Inv 331 841-0802 Total			33.03
204722 Total:			75.40
AT&T5011 - AT&T Total:			75.40
CIN4011 - AT&T --Cingular Wireless Line Item Account			
204723	10/18/2018		
Inv 287258938988x08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2018	PW Cell Phones 7/20-08/19/18	101-2010-2032-8150-000	621.35
08/19/2018	PW Cell Phones 7/20-08/19/18	500-6010-6710-8020-000	151.91
08/19/2018	PW Cell Phones 7/20-08/19/18	500-6010-6711-8020-000	135.86
Inv 287258938988x08 Total			909.12
Inv 287258938988x09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	PW Cell Phones 8/20-09/19/18	500-6010-6711-8020-000	135.94
09/19/2018	PW Cell Phones 8/20-09/19/18	500-6010-6710-8020-000	149.87
09/19/2018	PW Cell Phones 8/20-09/19/18	101-2010-2032-8150-000	621.51
Inv 287258938988x09 Total			907.32
204723 Total:			1,816.44
CIN4011 - AT&T --Cingular Wireless Total:			1,816.44
ATH0292 - Athens Disposal Company Line Item Account			
204696	10/11/2018		
Inv SP0007475			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Rubbish Payment Lease agreement - Oct. Nov. Dec. 2018	500-0000-0000-5360-000	86.62
Inv SP0007475 Total			86.62
204696 Total:			86.62
ATH0292 - Athens Disposal Company Total:			86.62

Check Number Check Date Amount

ROBR8264 - Breach, Ronald Line Item Account

204724 10/18/2018

Inv A-101218A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Deposit for Santa Claus for 2018 Breakfast with Santa Event	101-8030-8032-8264-000	210.00

Inv A-101218A Total 210.00

204724 Total: 210.00

ROBR8264 - Breach, Ronald Total:

210.00

CAL0629 - CA Franchise Tax Board Line Item Account

204763 10/18/2018

Inv P/R/E 10/14/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Garnishment	700-0000-0000-2264-000	200.00

Inv P/R/E 10/14/18 Total 200.00

204763 Total: 200.00

CAL0629 - CA Franchise Tax Board Total:

200.00

CSD3014 - Ca. State Disbursement Unit Line Item Account

204764 10/18/2018

Inv P/R/E 10/14/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Garnishment - Case# 2000 0000 1609 311	700-0000-0000-2264-000	861.23

Inv P/R/E 10/14/18 Total 861.23

204764 Total: 861.23

204765 10/18/2018

Inv P/R/E 10/14/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Garnishment- Case# 2000 0000 6861 35	700-0000-0000-2264-000	105.23

Inv P/R/E 10/14/18 Total 105.23

204765 Total: 105.23

CSD3015 - Ca. State Disbursement Unit Total:

966.46

CDW5246 - CDW Government Inc Line Item Account

204697 10/11/2018

Inv PLL5350

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	APC UPS Network Mgmt Card 2	101-8010-8011-8110-000	297.72

Inv PLL5350 Total 297.72

204697 Total: 297.72

CDW5246 - CDW Government Inc Total: 297.72

CBSE6010 - Cell Business Equipment Line Item Account

204698 10/11/2018

Inv 60601641

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2018	PW Copier 9/18	101-2010-2032-8300-000	264.20

Inv 60601641 Total 264.20

204698 Total: 264.20

204725 10/18/2018

Inv 60929076

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2018	PW Copier 10/18	101-2010-2032-8300-000	264.20

Inv 60929076 Total 264.20

204725 Total: 264.20

CBSE6010 - Cell Business Equipment Total: 528.40

CITTF000 - CIT Technology Financial Services, Inc. Line Item Account

204769 10/25/2018

Inv 32560607

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Finance / Planning Copier	101-0000-0000-2990-024	802.67

Inv 32560607 Total 802.67

204769 Total: 802.67

CITTF000 - CIT Technology Financial Services, Inc. Total: 802.67

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

204699 10/11/2018

Inv 010279

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Reimb. Petty Cash	101-4010-4011-8100-000	10.00

Inv 010279 Total 10.00

Inv 10/1/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Reimb. PD Training Expense	101-4010-4011-8200-000	14.98
10/01/2018	Reimb. Petty Cash	101-4010-4011-8090-000	10.38

Inv 10/1/18 Total 25.36

Inv 10/2/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Reimb. Petty Cash	101-4010-4011-8090-000	39.34

Inv 10/2/18 Total 39.34

Inv 10/3/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Reimb. PD Training Expense	101-4010-4011-8200-000	44.19
10/03/2018	Reimb. Petty Cash	101-4010-4011-8010-000	31.00

Inv 10/3/18 Total 75.19

Inv 210296

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Reimb. Petty Cash	101-4010-4011-8100-000	40.00

Inv 210296 Total 40.00

Inv 9/20/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2018	Reimb. Petty Cash	101-4010-4011-8010-000	47.86

Inv 9/20/18 Total 47.86

Inv 9/25/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Reimb. PD Training Expense	101-4010-4011-8200-000	44.19

Inv 9/25/18 Total 44.19

Inv 9/26/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	Reimb. PD Training Expense	101-4010-4011-8200-000	19.45
09/26/2018	Reimb. PD Training Expense	101-4010-4011-8200-000	8.00

Inv 9/26/18 Total 27.45

Check Number	Check Date		Amount
204699 Total:			309.39
SOU5402 - City of South Pasadena PD Petty Cash Total:			309.39
CSPF5011 - City of South Pasadena-FD Line Item Account			
204726	10/18/2018		
Inv	10/15/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Reimb. Petty Cash	101-5010-5012-8520-000	62.22
10/15/2018	Reimb. Petty Cash	101-5010-5011-8105-000	49.28
10/15/2018	Reimb. Petty Cash	101-5010-5011-8100-000	47.38
10/15/2018	Reimb. Petty Cash	101-5010-5011-8020-000	107.40
Inv 10/15/18 Total			266.28
204726 Total:			266.28
CSPF5011 - City of South Pasadena-FD Total:			266.28
SOU5343 - City of South Pasadena-Recreation Line Item Account			
204727	10/18/2018		
Inv	10/15/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Reimb. Petty Cash	101-8030-8032-8268-000	209.50
10/15/2018	Reimb. Petty Cash	101-8030-8032-8020-000	82.64
10/15/2018	Reimb. Petty Cash	101-8030-8032-8120-000	7.50
10/15/2018	Reimb. Petty Cash	101-8030-8032-8264-000	298.00
Inv 10/15/18 Total			597.71
204727 Total:			597.71
SOU5343 - City of South Pasadena-Recreation Total:			597.71
SOU5401 - City of South Pasadena-Sr.Center Line Item Account			
204770	10/25/2018		
Inv	10/23/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	Reimb. Petty Cash	101-8030-8021-8020-000	201.58
10/23/2018	Reimb. Petty Cash	101-0000-0000-2994-001	128.58
Inv 10/23/18 Total			330.16
204770 Total:			330.16
SOU5401 - City of South Pasadena-Sr.Center Total:			330.16

CHWP2010 - Colantuono, Highsmith & Whatley, PC Line Item Account

204700 10/11/2018

Inv 36856

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 General Services	101-2010-2501-8160-000	9,500.00

Inv 36856 Total 9,500.00

Inv 36857

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Adv. Benzoni	101-2010-2501-8160-000	141.00

Inv 36857 Total 141.00

Inv 36858

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Transportation (710 Issues)	101-2010-2021-8160-000	164.50

Inv 36858 Total 164.50

Inv 36859

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Labor & Employment	101-2010-2013-8160-000	1,679.50

Inv 36859 Total 1,679.50

Inv 36861

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Suc. Agency	227-7200-7210-8160-000	164.50

Inv 36861 Total 164.50

Inv 36863

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Tax & Assesment	101-2010-2501-8160-000	634.50

Inv 36863 Total 634.50

Inv 36864

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Gardena v. RWQCB	101-2010-2501-8160-000	555.50

Inv 36864 Total 555.50

Inv 36865

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Water & Utilities	101-2010-2501-8160-000	493.50

Inv 36865 Total 493.50

Check Number	Check Date		Amount
Inv 36866			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Misc. Litigation	101-2010-2501-8160-000	21,854.30
Inv 36866 Total			21,854.30
Inv 36915			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Legal Svcs 10/5 Special Projects	101-2010-2501-8160-000	8,711.00
Inv 36915 Total			8,711.00
204700 Total:			43,898.30
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:			43,898.30
CRDA1021 - Corodata Records Management Line Item Account			
204728	10/18/2018		
Inv RS4441295			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Records Mgmt Svcs 9/18	101-1020-1021-8180-000	611.41
Inv RS4441295 Total			611.41
204728 Total:			611.41
CRDA1021 - Corodata Records Management Total:			611.41
CRSR2010 - Corodata Shredding Inc. Line Item Account			
204771	10/25/2018		
Inv DN 1204425			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Shredding Svcs 9/18	101-1020-1021-8180-000	164.50
Inv DN 1204425 Total			164.50
204771 Total:			164.50
CRSR2010 - Corodata Shredding Inc. Total:			164.50
CPR0551 - CPRS District XIII Line Item Account			
204701	10/11/2018		
Inv 1539			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	CPRProfession Development Training	101-8030-8032-8268-000	20.00
Inv 1539 Total			20.00

204701 Total:		20.00
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CPR0551 - CPRS District XIII Total:		20.00
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MDRD4100 - De Raad, Maria Line Item Account

204772	10/25/2018			
Inv	2017-2018			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
10/24/2018	Refund Street Lighting & Library Assessments Prop Tax Bill	101-0000-0000-4150-000		32.70
10/24/2018	Refund Street Lighting & Library Assessments Prop Tax Bill	215-0000-0000-4100-000		78.92
Inv 2017-2018 Total				111.62

204772 Total:		111.62
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MDRD4100 - De Raad, Maria Total:		111.62
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KBJI1021 - Demirjian, Lucy Line Item Account

204702	10/11/2018			
Inv	10/4/18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
10/04/2018	Reimb. League of CA Cities Annual Conference - Transportation	101-2010-2011-8090-000		57.77
Inv 10/4/18 Total				57.77

Inv	103558			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/13/2018	Reimb. League of CA Cities Annual Conference - Transportation	101-2010-2011-8090-000		15.00
Inv 103558 Total				15.00

Inv	190955			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/12/2018	Reimb. League of CA Cities Annual Conference - Transportation	101-2010-2011-8090-000		15.00
Inv 190955 Total				15.00

204702 Total:		87.77
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KBJI1021 - Demirjian, Lucy Total:		87.77
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DBAR3011 - Dunbar Armored Inc. Line Item Account

204729	10/18/2018			
Inv	4281593			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
10/01/2018	Armored Car Svc for 10/18	500-3010-3012-8180-000		837.00

Check Number	Check Date		Amount
10/01/2018	Armored Car Svc for 10/18	101-3010-3041-8180-000	837.00
10/01/2018	Armored Car Svc for Excess Svcs 09/18	101-3010-3041-8180-000	454.12
Inv 4281593 Total			2,128.12
204729 Total:			2,128.12
DBAR3011 - Dunbar Armored Inc. Total:			2,128.12
EMPD4011 - El Monte Police Dept Explorers Line Item Account			
204703	10/11/2018		
Inv	9/19/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Donation to Explorer POST for participation in Open House 9/16	101-4010-4011-8020-000	200.00
Inv 9/19/18 Total			200.00
204703 Total:			200.00
EMPD4011 - El Monte Police Dept Explorers Total:			200.00
ELL1017 - Ellen's Silkscreening Line Item Account			
204773	10/25/2018		
Inv	E 68010		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/03/2018	Sport Teck Heather Polo for staff	101-8030-8021-8020-000	530.31
Inv E 68010 Total			530.31
204773 Total:			530.31
204788	10/25/2018		
Inv	EE68477		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	City Blazers for the City Manager's Office	101-2010-2011-8020-000	101.73
Inv EE68477 Total			101.73
204788 Total:			101.73
ELL1017 - Ellen's Silkscreening Total:			632.04
EQHR8180 - EQHR Solutions Line Item Account			
204704	10/11/2018		
Inv	2016		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Temporary Payroll Staffing	101-3010-3011-8180-000	6,232.50

Check Number	Check Date		Amount
		Inv 2016 Total	6,232.50
		204704 Total:	6,232.50
		EQHR8180 - EQHR Solutions Total:	6,232.50
		FED1109 - FedEx Line Item Account	
204705	10/11/2018	Inv 6-329-14302	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/05/2018	Finance FedEx Shipping
			<u>Line Item Account</u>
			101-3010-3011-8110-000
		Inv 6-329-14302 Total	17.08
		204705 Total:	17.08
204774	10/25/2018	Inv 6-342-59735	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/19/2018	Finance Overnight Shipping
			<u>Line Item Account</u>
			101-3010-3011-8010-000
		Inv 6-342-59735 Total	42.91
		204774 Total:	42.91
		FED1109 - FedEx Total:	59.99
		GOST8180 - Government Staffing Services Inc Line Item Account	
204730	10/18/2018	Inv 128647	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		09/07/2018	Temp Staffing Svcs - Grants Analyst w/e 9/2/18
			<u>Line Item Account</u>
			101-2010-2011-8180-000
		Inv 128647 Total	973.00
		204730 Total:	973.00
		GOST8180 - Government Staffing Services Inc Total:	973.00
		H DLC3010 - Hinderliter deLlamas & Associates Line Item Account	
204706	10/11/2018	Inv 0029933	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		10/05/2018	Contract Svcs - Sales Tax 3rd Qrt & Audit Svcs - Sales Tax Qrt 1
			<u>Line Item Account</u>
			101-3010-3011-8170-000
		Inv 0029933 Total	1,942.51

204706 Total:

1,942.51

HDLC3010 - Hinderliter deLlamas & Associates Total:

1,942.51

HOM1515 - Home Depot Credit Services Line Item Account

204775 10/25/2018

Inv 1125283

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	101-5010-5011-8120-000		13.12

Inv 1125283 Total 13.12

Inv 1514955

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	101-5010-5011-8120-000		217.91

Inv 1514955 Total 217.91

Inv 1745243

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	101-5010-5011-8120-000		50.35

Inv 1745243 Total 50.35

Inv 2031681

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	215-6010-6201-8020-000		64.57

Inv 2031681 Total 64.57

Inv 211118

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	500-6010-6710-8130-000		-19.00

Inv 211118 Total -19.00

Inv 2114420

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	215-6010-6201-8020-000		20.13

Inv 2114420 Total 20.13

Inv 2290801

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/28/2018	City Wide Supplies	230-6010-6116-8020-000		763.90

Inv 2290801 Total 763.90

Check Number	Check Date		Amount
Inv	2673982		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	54.69
Inv 2673982 Total			54.69
Inv	3933886		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	90.61
Inv 3933886 Total			90.61
Inv	4112244		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	195.10
Inv 4112244 Total			195.10
Inv	4902867		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	65.68
Inv 4902867 Total			65.68
Inv	5259046		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	-46.84
Inv 5259046 Total			-46.84
Inv	5279006		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	-41.06
Inv 5279006 Total			-41.06
Inv	5649062		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-5010-5011-8120-000	-217.91
Inv 5649062 Total			-217.91
Inv	6311407		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	101-6010-6410-8020-000	252.56
Inv 6311407 Total			252.56
Inv	7621376		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	500-6010-6710-8020-000	10.79

Check Number	Check Date		Amount
Inv 7621376	Total		10.79
Inv 7902740			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	City Wide Supplies	500-6010-6710-8130-000	220.27
Inv 7902740	Total		220.27
204775 Total:			1,694.87
HOM1515 - Home Depot Credit Services Total:			1,694.87
HRCS2011 - Housing Rights Center Line Item Account			
204707	10/11/2018		
Inv 1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/11/2018	Fair Housing Services Program 7/18	228-7200-7220-8180-000	1,301.10
Inv 1	Total		1,301.10
204707 Total:			1,301.10
HRCS2011 - Housing Rights Center Total:			1,301.10
ROHU2990 - Huddleston, Rod Line Item Account			
204776	10/25/2018		
Inv 10/24/18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Refund deposit for 4935 Harriman Ave	101-0000-0000-2990-031	12,000.00
Inv 10/24/18	Total		12,000.00
204776 Total:			12,000.00
ROHU2990 - Huddleston, Rod Total:			12,000.00
JUINS289 - Ingoldsby, Judy Line Item Account			
204777	10/25/2018		
Inv 41827			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Refund Fire Fee paid with Business License Renewal for 2018	101-0000-0000-5289-002	50.00
Inv 41827	Total		50.00
204777 Total:			50.00

Check Number	Check Date		Amount
JUIN5289 - Ingoldsby, Judy Total:			50.00
ITCR2501 - Intercare Holdings Insurance Svcs Line Item Account			
204731	10/18/2018		
Inv	76-005231		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Workers Comp. Claims Admin Svcs 9/18	103-2010-2501-8020-000	2,667.00
Inv 76-005231 Total			2,667.00
204731 Total:			2,667.00
ITCR2501 - Intercare Holdings Insurance Svcs Total:			2,667.00
INCG6011 - Interwest Consulting Group Line Item Account			
204732	10/18/2018		
Inv	44036		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	PW Admin Professional Services 9/18	101-6010-6011-8170-000	9,135.00
Inv 44036 Total			9,135.00
204732 Total:			9,135.00
INCG6011 - Interwest Consulting Group Total:			9,135.00
RBJE1022 - Joe, Robert S. Line Item Account			
204708	10/11/2018		
Inv	1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Reimb. for 10/3/18 Meeting with County of LA Chief Deputy & Staf	101-1010-1011-8090-000	92.70
Inv 1 Total			92.70
204708 Total:			92.70
204733	10/18/2018		
Inv	170427-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Reimb. for 10/11/18 Meeting with Mayors	101-1010-1011-8090-000	101.51
Inv 170427-1 Total			101.51
204733 Total:			101.51
RBJE1022 - Joe, Robert S. Total:			194.21

KAR1897 - Karbelnig, Dr. Alan Line Item Account

204734	10/18/2018		
Inv	10/2/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Pre-employment Psychological Exam	101-2010-2013-8170-000	400.00
Inv 10/2/18 Total			400.00

204734 Total: 400.00

KAR1897 - Karbelnig, Dr. Alan Total:

400.00

LOS2010 - L.A.C.M.T.A Line Item Account

204709	10/11/2018		
Inv	2019		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Employer Annual B-TAP Program - 1102 Oxley Street	218-2010-2270-8261-000	3,191.00
Inv 2019 Total			3,191.00

204709 Total: 3,191.00

204710	10/11/2018		
Inv	2019		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Employer Annual B-Tap Program - 815 Mission	218-2010-2270-8261-000	7,268.00
Inv 2019 Total			7,268.00

204710 Total: 7,268.00

LOS2270 - L.A.C.M.T.A Total:

10,459.00

LAC3010 - L.A.C. Tax Collector Line Item Account

204735	10/18/2018		
Inv	5323 019 270		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	500-6010-6710-8229-000	1,349.93
Inv 5323 019 270 Total			1,349.93

Inv 5363 002 270

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	500-6010-6710-8229-000	910.80

Inv 5363 002 270 Total 910.80

Inv 5363 010 270

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	500-6010-6710-8229-000	265.11

Inv 5363 010 270 Total 265.11

Inv 5716 021 270

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	101-6010-6410-8020-000	23.52

Inv 5716 021 270 Total 23.52

Inv 5716 021 271

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	101-6010-6410-8020-000	411.80

Inv 5716 021 271 Total 411.80

Inv 8920 851 390

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Property Taxes 7/1/18 - 6/30/19	500-6010-6710-8229-000	629.27

Inv 8920 851 390 Total 629.27

204735 Total: 3,590.43

LAC3010 - L.A.C. Tax Collector Total: 3,590.43

KELI5270 - Liang, Keming Line Item Account

204736 10/18/2018

Inv 95987

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Partial Refund for After School Camp Med Program	101-0000-0000-5270-001	166.00

Inv 95987 Total 166.00

204736 Total: 166.00

KELI5270 - Liang, Keming Total: 166.00

MJRI2950 - Magic Jump Rentals Inc. Line Item Account

204737 10/18/2018

Inv 229115

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/13/2018	2018 Halloween Spooktacular Event - Jumper Rental	101-8030-8032-8264-000	1,296.00

Inv 229115 Total 1,296.00

Check Number	Check Date	Amount
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204737 Total:		1,296.00
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MJRI2950 - Magic Jump Rentals Inc. Total:		1,296.00
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MON7777 - Monroy, Maria T Line Item Account

204778 10/25/2018

Inv 2017-2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	215-0000-0000-4100-000	77.69
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	101-0000-0000-4150-000	32.70

Inv 2017-2018 Total		110.39
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204778 Total:		110.39
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MON7777 - Monroy, Maria T Total:

110.39

VRMZ7000 - Munoz, Valerie Line Item Account

204766 10/18/2018

Inv P/R/E 10/14/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Ganishment	700-0000-0000-2264-000	750.00

Inv P/R/E 10/14/18 Total		750.00
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204766 Total:		750.00
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VRMZ7000 - Munoz, Valerie Total:

750.00

TONOS270 - Nozawa, Toshiko Line Item Account

204738 10/18/2018

Inv 95984

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Refund of cancelled Little Musketeers Fencing for two children	101-0000-0000-5270-002	85.00

Inv 95984 Total		85.00
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204738 Total:		85.00
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TONOS270 - Nozawa, Toshiko Total:

85.00

OLI7777 - Oliver, Barbara J. Line Item Account

204779 10/25/2018

Inv 2017-2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	101-0000-0000-4150-000	32.70

Check Number	Check Date		Amount
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	215-0000-0000-4100-000	78.92
Inv 2017-2018 Total			111.62
204779 Total:			111.62
OLI7777 - Oliver, Barbara J. Total:			111.62
OSHS6101 - Orchard Business/SYNCB Line Item Account			
204739	10/18/2018		
Inv 025873			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2018	Supplies	101-4010-4011-8100-000	28.28
Inv 025873 Total			28.28
Inv 033404			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Supplies	101-6010-6410-8020-000	34.00
Inv 033404 Total			34.00
Inv 035209			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Supplies	101-6010-6410-8020-000	35.76
Inv 035209 Total			35.76
Inv 039736			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/06/2018	Supplies	230-6010-6116-8020-000	141.29
Inv 039736 Total			141.29
Inv 045159			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2018	Supplies	101-4010-4011-8100-000	8.32
Inv 045159 Total			8.32
Inv 054732			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/10/2018	Supplies	101-6010-6410-8020-000	24.74
Inv 054732 Total			24.74
Inv 056418			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Supplies	101-5010-5011-8120-000	24.36

Inv 056418 Total 24.36

Inv 060440

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/04/2018	Supplies	101-4010-4011-8100-000	289.05

Inv 060440 Total 289.05

Inv 060632

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2018	Supplies	101-4010-4011-8100-000	49.91

Inv 060632 Total 49.91

Inv 060651

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2018	Supplies	101-6010-6410-8020-000	36.53

Inv 060651 Total 36.53

Inv 061442

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2018	Supplies	101-8030-8031-8120-000	3.64

Inv 061442 Total 3.64

Inv 153205

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2018	Supplies	101-6010-6601-8020-000	283.46

Inv 153205 Total 283.46

204739 Total: 959.34

OSHS6101 - Orchard Business/SYNCB Total: 959.34

QUI7774 - Quiles, Yolanda Line Item Account

204780 10/25/2018

Inv 2016-2017

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	101-0000-0000-4150-000	32.70
10/24/2018	Refund St. Light & Assessment Prop Tax Bill	215-0000-0000-4100-000	78.92

Inv 2016-2017 Total 111.62

204780 Total: 111.62

QUI7774 - Quiles, Yolanda Total: 111.62

RBRZ5270 - Rafi, Rabia Line Item Account

204740 10/18/2018

Inv 95989

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Refund of cancelled class - Chess Club	101-0000-0000-5270-002	110.00

Inv 95989 Total 110.00

204740 Total: 110.00

RBRZ5270 - Rafi, Rabia Total:

110.00

RCFC9363 - RC Foster Corp. Line Item Account

204741 10/18/2018

Inv 01-18-068

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Temp GAC Wellhead Treatment System Wilson Reservoir	500-9000-9363-9363-000	36,100.00
08/31/2018	GAC Wellhead Treatment System for Wilson Reservoir	500-9000-9363-9363-000	215,792.50

Inv 01-18-068 Total 251,892.50

204741 Total: 251,892.50

RCFC9363 - RC Foster Corp. Total:

251,892.50

RCSI2013 - RCS Investigations & Consult. LLC Line Item Account

204742 10/18/2018

Inv 4033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/13/2018	Background Investigation Fee	101-2010-2013-8170-000	1,850.00

Inv 4033 Total 1,850.00

204742 Total: 1,850.00

RCSI2013 - RCS Investigations & Consult. LLC Total:

1,850.00

RIV4011 - Riverside County Sheriff's Dept Line Item Account

204743 10/18/2018

Inv 11/13-15

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Training Class on Nov.13-15,2018 for Cpl. Salcido & Ofcr. Corney	101-4010-4011-8210-000	260.00

Inv 11/13-15 Total 260.00

204743 Total: 260.00

Check Number	Check Date		Amount
RIV4011 - Riverside County Sheriff's Dept Total:			260.00
EVRO5270 - Romero Ramirez, Eva Line Item Account			
204744	10/18/2018		
Inv	95988		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Refund of cancelled class - Techkidz: Coding	101-0000-0000-5270-002	110.00
Inv 95988 Total			110.00
204744 Total:			110.00
EVRO5270 - Romero Ramirez, Eva Total:			110.00
ROTH6010 - Roth Staffing Companies Line Item Account			
204745	10/18/2018		
Inv	13644795		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Temp. Staffing Svcs - Executive Assistant w/e 9/30/18	101-2010-2011-8180-000	928.80
Inv 13644795 Total			928.80
204745 Total:			928.80
ROTH6010 - Roth Staffing Companies Total:			928.80
JHRW5270 - Ruwitch, John Line Item Account			
204781	10/25/2018		
Inv	R93918		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/30/2018	Refund Cancelled Fencing Class	101-0000-0000-5270-002	259.00
Inv R93918 Total			259.00
204781 Total:			259.00
JHRW5270 - Ruwitch, John Total:			259.00
CHA3010 - S.P.Chamber of Commerce Line Item Account			
204746	10/18/2018		
Inv	6726		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Business Improvement Tax Allocations - 2nd Qrt FY 18-19	220-2010-2301-8185-000	29,100.00
Inv 6726 Total			29,100.00

204746 Total:		29,100.00
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CHA3010 - S.P.Chamber of Commerce Total:		29,100.00
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SOU5230 - S.P.Firefighters L-3657 Line Item Account

204717 10/11/2018

Inv P/R/E 9/30/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Union & Association Insurance 10/18	700-0000-0000-2252-000	180.74

Inv P/R/E 9/30/18 Total		180.74
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Inv P/R/E 9/30/18*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Union & Association Dues 10/18	700-0000-0000-2250-000	2,685.00

Inv P/R/E 9/30/18* Total		2,685.00
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204717 Total:		2,865.74
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SOU5230 - S.P.Firefighters L-3657 Total:		2,865.74
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SOU5435 - S.P.P. O. A. Line Item Account

204718 10/11/2018

Inv P/R/E 9/30/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Union & Association Insurance 10/18	700-0000-0000-2246-000	2,186.33

Inv P/R/E 9/30/18 Total		2,186.33
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Inv P/R/E 9/30/18*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Union & Association Dues 10/18	700-0000-0000-2246-000	2,726.00

Inv P/R/E 9/30/18* Total		2,726.00
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204718 Total:		4,912.33
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SOU5435 - S.P.P. O. A. Total:		4,912.33
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SOU5451 - S.P.Public Srvc Empl. Ass'n Line Item Account

204719 10/11/2018

Inv P/R/E 9/30/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Assn. Dues 10/18	700-0000-0000-2248-000	1,470.00

Inv P/R/E 9/30/18 Total		1,470.00
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Check Number	Check Date		Amount
204719 Total:			1,470.00
SOU5451 - S.P.Public Srvc Empl. Ass'n Total:			1,470.00
SAL7789 - Salcido, Juan Line Item Account			
204747	10/18/2018		
Inv	10/22-26		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	Reimb. Training class on Oct. 22-26, 2018	101-4010-4011-8200-000	569.00
Inv 10/22-26 Total			569.00
204747 Total:			569.00
SAL7789 - Salcido, Juan Total:			569.00
SGPE4011 - San Gabriel Police Dept. Explorers Line Item Account			
204711	10/11/2018		
Inv	9/19/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Donation to Explorer POST for participation in Open House 9/16	101-4010-4011-8020-000	200.00
Inv 9/19/18 Total			200.00
204711 Total:			200.00
SGPE4011 - San Gabriel Police Dept. Explorers Total:			200.00
SSDV2018 - Sandoval, Sheila Line Item Account			
204767	10/18/2018		
Inv	P/R/E 10/14/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Garnishment	700-0000-0000-2264-000	876.92
Inv P/R/E 10/14/18 Total			876.92
204767 Total:			876.92
SSDV2018 - Sandoval, Sheila Total:			876.92
JUSH5270 - Shin, Julie Line Item Account			
204748	10/18/2018		
Inv	95983		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Refund of cancelled Little Musketeers Fencing class	101-0000-0000-5270-002	85.00

Inv 95983 Total		85.00
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204748 Total:		85.00
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JUSH5270 - Shin, Julie Total:		85.00
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SCOT8300 - So Cal Office Technologies Line Item Account

204749 10/18/2018

Inv IN614290

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Citywide Copier Overages 7/10- 10/9/18	101-2010-2032-8301-000	5,012.37

Inv IN614290 Total		5,012.37
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204749 Total:		5,012.37
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SCOT8300 - So Cal Office Technologies Total:		5,012.37
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SOU6666 - So. CA Edison Co. Line Item Account

204712 10/11/2018

Inv 3-008-8091-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	2,006.87

Inv 3-008-8091-11 Total		2,006.87
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Inv 3-008-8091-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6115-8140-000	430.87

Inv 3-008-8091-12 Total		430.87
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Inv 3-008-8091-13

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	6,871.77

Inv 3-008-8091-13 Total		6,871.77
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Inv 3-008-8091-14

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	9.91

Inv 3-008-8091-14 Total		9.91
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Inv 3-008-8091-16

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	52.98

Check Number	Check Date		Amount
Inv 3-008-8091-16	Total		52.98
Inv 3-008-8091-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	26.05
Inv 3-008-8091-17	Total		26.05
Inv 3-008-8091-18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	25.69
Inv 3-008-8091-18	Total		25.69
Inv 3-008-8091-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	22.09
Inv 3-008-8091-19	Total		22.09
Inv 3-008-8091-20			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	32.00
Inv 3-008-8091-20	Total		32.00
Inv 3-008-8091-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	37.68
Inv 3-008-8091-21	Total		37.68
Inv 3-008-8091-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	22.26
Inv 3-008-8091-22	Total		22.26
Inv 3-008-8091-23			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	32.77
Inv 3-008-8091-23	Total		32.77
Inv 3-008-8091-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	31.64
Inv 3-008-8091-24	Total		31.64

Check Number	Check Date		Amount
Inv	3-008-8436-55		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	55.50
Inv 3-008-8436-55 Total			55.50
Inv	3-025-4910-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6115-8140-000	39.39
Inv 3-025-4910-19 Total			39.39
Inv	3-026-6343-40		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6115-8140-000	14.11
Inv 3-026-6343-40 Total			14.11
Inv	3-045-0630-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	12.18
Inv 3-045-0630-89 Total			12.18
Inv	3-048-4151-49		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	23.28
Inv 3-048-4151-49 Total			23.28
Inv	3-048-4154-08		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	33.19
Inv 3-048-4154-08 Total			33.19
Inv	3-048-4157-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	73.86
Inv 3-048-4157-19 Total			73.86
Inv	3-048-4158-60		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6115-8140-000	49.82
Inv 3-048-4158-60 Total			49.82
Inv	3-048-4159-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	41.28

Check Number	Check Date		Amount
Inv 3-048-4159-93	Total		41.28
Inv 3-048-4160-78			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6115-8140-000	2.44
Inv 3-048-4160-78	Total		2.44
Inv 3-048-4160-91			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	71.67
Inv 3-048-4160-91	Total		71.67
Inv 3-048-4164-59			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	17.43
Inv 3-048-4164-59	Total		17.43
Inv 3-048-4164-78			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	24.43
Inv 3-048-4164-78	Total		24.43
Inv 3-048-4164-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	17.19
Inv 3-048-4164-93	Total		17.19
Inv 3-048-4168-72			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	33.88
Inv 3-048-4168-72	Total		33.88
Inv 3-048-4173-52			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/04/18-10/03/18	215-6010-6201-8140-000	36.95
Inv 3-048-4173-52	Total		36.95
Inv 3-048-7781-73			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6115-8140-000	1,841.91
Inv 3-048-7781-73	Total		1,841.91

Check Number Check Date Amount

Inv 3-048-7784-31

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6115-8140-000	427.06

Inv 3-048-7784-31 Total 427.06

Inv 3-048-7785-04

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	1.76

Inv 3-048-7785-04 Total 1.76

Inv 3-048-7785-92

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6115-8140-000	851.06

Inv 3-048-7785-92 Total 851.06

Inv 3-048-7970-18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	09/01/18-10/01/18	215-6010-6201-8140-000	106.26

Inv 3-048-7970-18 Total 106.26

204712 Total: 13,377.23

204782 10/25/2018

Inv 3-000-5677-90

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/16-09/17/18	500-6010-6711-8152-000	1,526.16
10/19/2018	09/17-10/16/18	500-6010-6711-8152-000	1,507.79
10/19/2018	07/18-08/16/18	500-6010-6711-8152-000	1,431.89

Inv 3-000-5677-90 Total 4,465.84

Inv 3-000-5950-21

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/19-10/18/18	101-6010-6410-8140-000	45.70

Inv 3-000-5950-21 Total 45.70

Inv 3-000-5950-22

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-6010-6410-8140-000	61.27

Inv 3-000-5950-22 Total 61.27

Inv 3-000-7125-63

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-6010-6015-8140-000	25.79

Check Number	Check Date		Amount
		Inv 3-000-7125-63 Total	25.79
		Inv 3-000-7125-66	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	33.33
		Inv 3-000-7125-66 Total	33.33
		Inv 3-000-7152-57	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	24.36
		Inv 3-000-7152-57 Total	24.36
		Inv 3-000-8455-69	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	38.12
		Inv 3-000-8455-69 Total	38.12
		Inv 3-000-9969-52	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/19-10/18/18	101-6010-6410-8140-000	12.55
10/19/2018	09/19-10/18/18	215-6010-6201-8140-000	12.56
		Inv 3-000-9969-52 Total	25.11
		Inv 3-001-1810-93	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	27.21
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	27.19
		Inv 3-001-1810-93 Total	54.40
		Inv 3-001-1810-94	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	34.27
		Inv 3-001-1810-94 Total	34.27
		Inv 3-001-1810-98	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/17-10/16/18	500-6010-6711-8152-000	13,324.71
		Inv 3-001-1810-98 Total	13,324.71
		Inv 3-001-1811-29	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6601-8140-000	3,077.81
		Inv 3-001-1811-29 Total	3,077.81

Inv 3-001-1811-44

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/19-10/18/18	215-6010-6201-8140-000	59.48
10/19/2018	09/19-10/18/18	101-6010-6410-8140-000	59.47

Inv 3-001-1811-44 Total 118.95

Inv 3-001-1811-45

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/19-10/18/18	215-6010-6201-8140-000	32.90
10/19/2018	09/19-10/18/18	215-6010-6201-8140-000	32.89

Inv 3-001-1811-45 Total 65.79

Inv 3-001-1811-48

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	29.86

Inv 3-001-1811-48 Total 29.86

Inv 3-001-1811-56

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	41.99

Inv 3-001-1811-56 Total 41.99

Inv 3-001-1811-58

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	26.30
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	26.28

Inv 3-001-1811-58 Total 52.58

Inv 3-001-1811-59

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	28.89

Inv 3-001-1811-59 Total 28.89

Inv 3-001-1811-63

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-6010-6410-8140-000	25.86

Inv 3-001-1811-63 Total 25.86

Inv 3-001-1811-67

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	28.95

Inv 3-001-1811-67 Total 28.95

Check Number	Check Date		Amount
Inv	3-001-1811-68		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-8010-8011-8140-000	84.23
Inv 3-001-1811-68 Total			84.23
Inv	3-001-1811-69		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	215-6010-6201-8140-000	19.87
10/19/2018	09/01-10/01/18	215-6010-6201-8140-000	19.87
Inv 3-001-1811-69 Total			39.74
Inv	3-001-1811-75		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	48.18
Inv 3-001-1811-75 Total			48.18
Inv	3-001-1811-76		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	31.70
Inv 3-001-1811-76 Total			31.70
Inv	3-001-1811-77		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	30.35
Inv 3-001-1811-77 Total			30.35
Inv	3-001-1811-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	31.13
Inv 3-001-1811-79 Total			31.13
Inv	3-001-1811-80		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	29.69
Inv 3-001-1811-80 Total			29.69
Inv	3-001-1811-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6410-8140-000	25.79
Inv 3-001-1811-86 Total			25.79
Inv	3-001-1811-87		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	36.62
Inv 3-001-1811-87 Total			36.62
Inv 3-001-1811-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	13.15
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	13.14
10/19/2018	08/01-09/01/18	215-6010-6201-8140-000	13.15
10/19/2018	08/01-09/01/18	215-6010-6201-8140-000	13.14
Inv 3-001-1811-89 Total			52.58
Inv 3-001-1811-90			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	32.43
Inv 3-001-1811-90 Total			32.43
Inv 3-001-1811-91			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	47.74
Inv 3-001-1811-91 Total			47.74
Inv 3-001-1811-92			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	16.49
Inv 3-001-1811-92 Total			16.49
Inv 3-001-1811-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	32.74
Inv 3-001-1811-93 Total			32.74
Inv 3-001-1811-95			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6410-8140-000	26.40
Inv 3-001-1811-95 Total			26.40
Inv 3-001-1811-98			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	16.00
Inv 3-001-1811-98 Total			16.00
Inv 3-001-1812-06			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6410-8140-000	23.18

Check Number	Check Date		Amount
Inv 3-001-1812-06	Total		23.18
Inv 3-001-1812-07			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/19-10/18/18	500-6010-6711-8140-000	25.86
Inv 3-001-1812-07	Total		25.86
Inv 3-001-1812-08			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	41.82
Inv 3-001-1812-08	Total		41.82
Inv 3-001-1812-09			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	239.79
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	239.60
Inv 3-001-1812-09	Total		479.39
Inv 3-001-1812-10			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	232-6010-6417-8140-000	47.14
Inv 3-001-1812-10	Total		47.14
Inv 3-001-1812-11			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	25.43
Inv 3-001-1812-11	Total		25.43
Inv 3-001-1812-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	28.50
Inv 3-001-1812-12	Total		28.50
Inv 3-001-1812-25			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	24.49
Inv 3-001-1812-25	Total		24.49
Inv 3-001-1812-26			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	750.59
Inv 3-001-1812-26	Total		750.59

Inv 3-001-1812-27

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	215-6010-6115-8140-000	31.76

Inv 3-001-1812-27 Total 31.76

Inv 3-001-1812-31

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	101-6010-6410-8140-000	33.94

Inv 3-001-1812-31 Total 33.94

Inv 3-001-1812-32

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	11.84
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	11.85

Inv 3-001-1812-32 Total 23.69

Inv 3-001-1812-35

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	15.34

Inv 3-001-1812-35 Total 15.34

Inv 3-001-1812-36

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	101-6010-6410-8140-000	46.43

Inv 3-001-1812-36 Total 46.43

Inv 3-001-1812-38

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	101-6010-6410-8140-000	24.36

Inv 3-001-1812-38 Total 24.36

Inv 3-001-1812-39

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	32.43

Inv 3-001-1812-39 Total 32.43

Inv 3-001-9413-97

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	500-6010-6711-8152-000	1,663.72

Inv 3-001-9413-97 Total 1,663.72

Inv 3-002-4372-43

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	49.77
Inv 3-002-4372-43 Total			49.77
Inv 3-002-4373-12			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	500-6010-6711-8140-000	25.79
Inv 3-002-4373-12 Total			25.79
Inv 3-003-7341-83			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/01-09/01/18	101-6010-6410-8140-000	9.92
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	9.91
Inv 3-003-7341-83 Total			19.83
Inv 3-004-3214-58			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	35.36
Inv 3-004-3214-58 Total			35.36
Inv 3-004-4562-56			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	35.45
Inv 3-004-4562-56 Total			35.45
Inv 3-016-0678-82			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6201-8140-000	54.33
Inv 3-016-0678-82 Total			54.33
Inv 3-022-6051-15			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	44.81
Inv 3-022-6051-15 Total			44.81
Inv 3-022-6897-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	25.07
Inv 3-022-6897-57 Total			25.07
Inv 3-022-6897-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	26.17
Inv 3-022-6897-89 Total			26.17

Inv 3-022-6897-99

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	24.68

Inv 3-022-6897-99 Total 24.68

Inv 3-022-6898-05

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	25.97

Inv 3-022-6898-05 Total 25.97

Inv 3-022-6898-17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	215-6010-6115-8140-000	24.96

Inv 3-022-6898-17 Total 24.96

Inv 3-046-7147-27

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	500-6010-6710-8140-000	2,080.78

Inv 3-046-7147-27 Total 2,080.78

Inv 3-048-3503-18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-6010-6410-8140-000	0.08

Inv 3-048-3503-18 Total 0.08

Inv 3-048-3503-31

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-8010-8011-8140-000	34.88

Inv 3-048-3503-31 Total 34.88

Inv 3-048-3504-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	0.48

Inv 3-048-3504-12 Total 0.48

Inv 3-048-3504-73

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	10.05

Inv 3-048-3504-73 Total 10.05

Inv 3-048-3505-86

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	12.76
Inv 3-048-3505-86 Total			12.76
Inv 3-048-3506-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	14.48
Inv 3-048-3506-21 Total			14.48
Inv 3-048-3506-72			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	500-6010-6711-8140-000	11.36
Inv 3-048-3506-72 Total			11.36
Inv 3-048-3507-28			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	10.53
Inv 3-048-3507-28 Total			10.53
Inv 3-048-3515-02			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	0.25
Inv 3-048-3515-02 Total			0.25
Inv 3-048-3515-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	24.36
Inv 3-048-3515-19 Total			24.36
Inv 3-048-3515-96			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	11.63
Inv 3-048-3515-96 Total			11.63
Inv 3-048-3520-99			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	101-6010-6410-8140-000	90.10
Inv 3-048-3520-99 Total			90.10
Inv 3-048-3524-22			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	19.94
Inv 3-048-3524-22 Total			19.94

Inv 3-048-3528-66

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	14.95

Inv 3-048-3528-66 Total 14.95

Inv 3-048-3529-42

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	30.90

Inv 3-048-3529-42 Total 30.90

Inv 3-048-3530-52

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/23-09/24/18	215-6010-6115-8140-000	0.37

Inv 3-048-3530-52 Total 0.37

Inv 3-048-3587-48

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	7.31

Inv 3-048-3587-48 Total 7.31

Inv 3-048-3587-62

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6410-8140-000	0.79

Inv 3-048-3587-62 Total 0.79

Inv 3-048-3593-95

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	12.98

Inv 3-048-3593-95 Total 12.98

Inv 3-048-3593-98

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6410-8140-000	19.09

Inv 3-048-3593-98 Total 19.09

Inv 3-048-3594-36

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	3.17

Inv 3-048-3594-36 Total 3.17

Inv 3-048-3599-01

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	101-6010-6601-8140-000	4,938.57

Check Number	Check Date		Amount
Inv 3-048-3599-01	Total		4,938.57
Inv 3-048-3599-97			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	232-6010-6417-8140-000	25.81
Inv 3-048-3599-97	Total		25.81
Inv 3-048-3600-65			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	215-6010-6115-8140-000	17.13
Inv 3-048-3600-65	Total		17.13
Inv 3-048-3601-53			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	500-6010-6711-8152-000	1,318.25
Inv 3-048-3601-53	Total		1,318.25
Inv 3-048-3608-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/24-09/25/18	500-6010-6710-8140-000	1,656.04
Inv 3-048-3608-21	Total		1,656.04
Inv 3-048-3659-74			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	492.00
Inv 3-048-3659-74	Total		492.00
Inv 3-048-3662-71			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	215-6010-6115-8140-000	13.31
Inv 3-048-3662-71	Total		13.31
Inv 3-048-3664-38			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	0.42
Inv 3-048-3664-38	Total		0.42
Inv 3-048-3670-65			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/27-09/26/18	101-6010-6410-8140-000	0.19
Inv 3-048-3670-65	Total		0.19

Inv 3-048-3735-77

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	101-6010-6410-8140-000	12.63

Inv 3-048-3735-77 Total 12.63

Inv 3-048-3736-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	101-6010-6410-8140-000	30.17

Inv 3-048-3736-11 Total 30.17

Inv 3-048-3750-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/28-09/27/18	215-6010-6115-8140-000	1.10

Inv 3-048-3750-12 Total 1.10

Inv 3-048-3807-64

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	13.82

Inv 3-048-3807-64 Total 13.82

Inv 3-048-3810-70

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	0.27

Inv 3-048-3810-70 Total 0.27

Inv 3-048-3817-68

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	101-6010-6410-8140-000	0.26

Inv 3-048-3817-68 Total 0.26

Inv 3-048-3819-71

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	13.81

Inv 3-048-3819-71 Total 13.81

Inv 3-048-3823-92

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/29-09/28/18	215-6010-6115-8140-000	23.63

Inv 3-048-3823-92 Total 23.63

Inv 3-048-4954-40

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/20-09/19/18	101-6010-6410-8140-000	70.62

Check Number	Check Date		Amount
10/19/2018	08/20-09/19/18	215-6010-6201-8140-000	70.62
Inv 3-048-4954-40 Total			141.24
Inv 3-048-4960-02			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/20-09/19/18	101-6010-6410-8140-000	26.17
Inv 3-048-4960-02 Total			26.17
Inv 3-048-4960-34			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/20-09/19/18	101-6010-6410-8140-000	54.27
10/19/2018	08/20-09/19/18	215-6010-6201-8140-000	54.27
Inv 3-048-4960-34 Total			108.54
Inv 3-048-4961-25			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/20-09/19/18	500-6010-6711-8140-000	3.12
Inv 3-048-4961-25 Total			3.12
Inv 3-048-5125-68			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	40.54
Inv 3-048-5125-68 Total			40.54
Inv 3-048-5125-73			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	20.40
Inv 3-048-5125-73 Total			20.40
Inv 3-048-5127-24			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	10.59
Inv 3-048-5127-24 Total			10.59
Inv 3-048-5129-43			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	1.23
Inv 3-048-5129-43 Total			1.23
Inv 3-048-5129-59			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	10.62
Inv 3-048-5129-59 Total			10.62

Inv 3-048-5131-46

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	0.69

Inv 3-048-5131-46 Total 0.69

Inv 3-048-5131-47

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	11.71

Inv 3-048-5131-47 Total 11.71

Inv 3-048-5135-05

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	25.27

Inv 3-048-5135-05 Total 25.27

Inv 3-048-5136-08

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	12.70

Inv 3-048-5136-08 Total 12.70

Inv 3-048-5142-29

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	08/22-09/21/18	215-6010-6115-8140-000	11.29

Inv 3-048-5142-29 Total 11.29

Inv 3-048-7577-55

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/17-10/16/18	500-6010-6711-8140-000	392.93

Inv 3-048-7577-55 Total 392.93

Inv 3-048-7780-74

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/01-10/01/18	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>	
10/19/2018	09/01-10/01/18	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>	
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Check Number	Check Date		Amount
10/19/2018	09/01-10/01/18	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>	
10/19/2018	09/01-10/01/18	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>	
10/19/2018	09/01-10/01/18	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>	
10/19/2018	09/01-10/01/18	215-6010-6201-8140-000	3.51
Inv 3-048-7783-35 Total			3.51
Inv 3-048-7786-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	09/01-10/01/18	101-6010-6410-8140-000	3.70
10/19/2018	09/01-10/01/18	215-6010-6201-8140-000	3.70
Inv 3-048-7786-19 Total			7.40
204782 Total:			37,776.47
SOU6666 - So. CA Edison Co. Total:			51,153.70
SOGA6501 - So. Cal. Gas Co. Line Item Account			
204750	10/18/2018		
Inv 196-493-8529 1			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2018	CNG Fuel for City Vehicles	207-8030-8025-8105-000	159.81
09/14/2018	CNG Fuel for City Vehicles	215-6010-6310-8020-000	159.81
09/14/2018	CNG Fuel for City Vehicles	500-6010-6710-8020-000	159.82
09/14/2018	CNG Fuel for City Vehicles	210-6010-6501-8020-000	159.82
Inv 196-493-8529 1 Total			639.26
204750 Total:			639.26
SOGA6501 - So. Cal. Gas Co. Total:			639.26
SPAC2920 - South Pasadena Arts Council Line Item Account			

Check Number	Check Date		Amount
204713	10/11/2018		
Inv	10/09/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	SPARC \$250 Sponsorship	101-1010-1011-8021-000	250.00
Inv 10/09/18 Total			250.00
204713 Total:			250.00
SPAC2920 - South Pasadena Arts Council Total:			250.00
CEAP7000 - South Pasadena Part Time Employees Assn. Line Item Account			
204720	10/11/2018		
Inv	P/R/E 9/30/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Assn. Dues 10/18	700-0000-0000-2249-000	448.00
Inv P/R/E 9/30/18 Total			448.00
204720 Total:			448.00
CEAP7000 - South Pasadena Part Time Employees Assn. Total:			448.00
PRE7011 - South Pasadena Review Line Item Account			
204783	10/25/2018		
Inv	J64857		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Publication of Ordinance Summary(1st Reading)-Public Art Program	101-1020-1021-8040-000	67.50
Inv J64857 Total			67.50
Inv	J64858		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Publication of Full Ordinance No. 2324 Extention of PWC for 1 yr	101-1020-1021-8040-000	138.00
Inv J64858 Total			138.00
204783 Total:			205.50
SPRE7011 - South Pasadena Review Total:			205.50
STA5219 - Staples Business Advantage Line Item Account			
204784	10/25/2018		
Inv	3392942813		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Finance Office Supplies	101-3010-3011-8000-000	283.83
Inv 3392942813 Total			283.83

204784 Total: 283.83

STA5219 - Staples Business Advantage Total: 283.83

STSM1020 - Studio Spectrum Line Item Account

204751 10/18/2018

Inv 19042

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	AV Svcs - 9/18	101-1020-1021-8180-000	2,220.00

Inv 19042 Total 2,220.00

204751 Total: 2,220.00

STSM1020 - Studio Spectrum Total: 2,220.00

SNBT5010 - Sunbelt Inflatable Tents Line Item Account

204752 10/18/2018

Inv 18526

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/30/2018	FD Emergency Operation and Disaster Preparedness	101-5010-5012-8020-000	9,326.50

Inv 18526 Total 9,326.50

204752 Total: 9,326.50

SNBT5010 - Sunbelt Inflatable Tents Total: 9,326.50

SZE1111 - Szenczi, Chris Line Item Account

204789 10/25/2018

Inv 10/29/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/29/2018	Reimb. LAAFCA Battalion Chief's Academy Training	101-5010-5011-8200-000	150.00
10/29/2018	Reimb. LAAFCA Desert Conference	101-5010-5011-8090-000	399.67

Inv 10/29/18 Total 549.67

204789 Total: 549.67

SZE1111 - Szenczi, Chris Total: 549.67

SOU5030 - The Gas Company Line Item Account

204785 10/25/2018

Inv 072 519 1300 5

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
10/16/2018	9/12-10/12/18	101-6010-6410-8140-000	15.73
Inv 072 519 1300 5 Total			15.73
Inv 080 919 2900 3			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	101-6010-6601-8140-000	178.77
Inv 080 919 2900 3 Total			178.77
Inv 080 919 3600 8			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	101-6010-6601-8140-000	4.71
Inv 080 919 3600 8 Total			4.71
Inv 083 019 3600 4			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	500-6010-6710-8140-000	22.98
Inv 083 019 3600 4 Total			22.98
Inv 135 519 3700 9			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	101-8010-8011-8140-000	0.94
Inv 135 519 3700 9 Total			0.94
Inv 137 619 3700 5			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	101-6010-6601-8140-000	52.89
Inv 137 619 3700 5 Total			52.89
Inv 148 220 0900 8			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	9/12-10/12/18	101-6010-6410-8140-000	77.69
Inv 148 220 0900 8 Total			77.69
204785 Total:			353.71
SOU5030 - The Gas Company Total:			353.71
TIM4011 - Time Warner Cable Line Item Account			
204714	10/11/2018		
Inv 008 0224964			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Internet Upgrade 10/8-11/7/18	101-2010-2032-8150-000	368.46

Check Number	Check Date		Amount
Inv 008 0224964	Total		368.46
Inv 008 0311688			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	1100 Oxley St. Ethernet Fiber 10/11-11/10/18	101-2010-2032-8150-000	1,222.88
Inv 008 0311688	Total		1,222.88
Inv 008 0311704			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Yard Ethernet Fiber 10/11-11/10/18	101-2010-2032-8150-000	1,222.88
Inv 008 0311704	Total		1,222.88
Inv 008 0311712			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	City Hall Ethernet Fiber 10/11-11/10/18	101-2010-2032-8150-000	1,190.00
Inv 008 0311712	Total		1,190.00
Inv 008 0357905			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Internet for Camp Mcd & Teen Center 10/5-11/04/18	101-8030-8032-8268-000	78.15
09/25/2018	Internet for Camp Med & Teen Center 10/5-11/04/18	101-8030-8032-8020-000	25.00
Inv 008 0357905	Total		103.15
204714	Total:		4,107.37
204753	10/18/2018		
Inv 008 0269985			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/07/2018	City Hall 2nd Modem Svcs 10/17-11/16/18	101-2010-2032-8150-000	167.16
Inv 008 0269985	Total		167.16
Inv 008 0345504			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Water Operations 416 Garfield Ave. Internet 10/21-11/20/18	500-6010-6710-8150-000	360.00
Inv 008 0345504	Total		360.00
204753	Total:		527.16
TIM4011 - Time Warner Cable	Total:		4,634.53
AAT05270 - Tolliver, Aaron	Line Item Account		
204754	10/18/2018		

Inv 95986

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Refund for cancelled class - Youth K. Pop Dance	101-0000-0000-5270-002	110.00

Inv 95986 Total 110.00

204754 Total: 110.00

AATOS270 - Tolliver, Aaron Total: 110.00

TPEX8064 - Train Party Express Line Item Account

204755 10/18/2018

Inv 10262018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	2018 Spooktacular Trackless Train 10/26/18	101-8030-8032-8264-000	400.00

Inv 10262018 Total 400.00

204755 Total: 400.00

TPEX8064 - Train Party Express Total: 400.00

UMPQ3010 - UMPQUA Bank Line Item Account

204756 10/18/2018

Inv 6484

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Office Supplies	101-5010-5011-8020-000	1,304.87

Inv 6484 Total 1,304.87

Inv 6484A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Office Supplies	101-5010-5011-8020-000	1,616.09

Inv 6484A Total 1,616.09

Inv 6484B

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Council Dinner	101-1010-1011-8090-000	161.11

Inv 6484B Total 161.11

Inv 6484C

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Senior Center Event Supplies	101-8030-8021-8020-000	206.60

Inv 6484C Total 206.60

Check Number Check Date Amount

Inv 6484D

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Senior Center Event Supplies	101-8030-8021-8020-000	69.40

Inv 6484D Total 69.40

204756 Total: 3,358.07

204757 10/18/2018

Inv 0701

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Citywide Plan ID Labels	101-6010-6410-8020-000	161.49

Inv 0701 Total 161.49

Inv 0701A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	Renew ISA Professional Membership	215-6010-6310-8060-000	135.00

Inv 0701A Total 135.00

Inv 0701B

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	Specialty bag for Strike Team Deployment as Fire Line Paramedic	101-5010-5011-8134-000	666.63

Inv 0701B Total 666.63

204757 Total: 963.12

204758 10/18/2018

Inv 0693

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Flight for New Law and Elections Seminar	101-1020-1021-8090-000	214.96

Inv 0693 Total 214.96

204758 Total: 214.96

UMPQVTRV - UMPQUA Bank Total: 4,536.15

UMPQ2010 - UMPQUA Bank Line Item Account

204759 10/18/2018

Inv 0719

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/14/2018	Registration for New Law & Elections Seminar	101-1020-1021-8090-000	475.00

Inv 0719 Total 475.00

Inv 0719A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	SCAQMD 30th Annual Clean Air Awards Luncheon	101-1010-1011-8090-000	40.00

Inv 0719A Total 40.00

Inv 0719B

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	SCAQMD 30th Annual Clean Air Awards Luncheon	101-1010-1011-8090-000	0.90

Inv 0719B Total 0.90

Inv 0719C

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	Community Forestry Conference	215-6010-6310-8090-000	200.00

Inv 0719C Total 200.00

Inv 0719D

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	Community Forestry Conference	215-6010-6310-8020-000	199.00

Inv 0719D Total 199.00

204759 Total: 914.90

204760 10/18/2018

Inv 6526

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/01/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	19.36

Inv 6526 Total 19.36

Inv 6526A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/05/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	19.33

Inv 6526A Total 19.33

Inv 6526B

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/08/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	19.54

Inv 6526B Total 19.54

Inv 6526C

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	17.92

Inv 6526C Total 17.92

Inv 6526D

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	23.14

Inv 6526D Total 23.14

Inv 6526E

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	20.84

Inv 6526E Total 20.84

Inv 6526F

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	17.36

Inv 6526F Total 17.36

Inv 6526G

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	20.42

Inv 6526G Total 20.42

Inv 6526H

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	Gasoline for Motor Officer	101-4010-4011-8100-000	24.88

Inv 6526H Total 24.88

204760 Total: 182.79

204761 10/18/2018

Inv 6476

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	Enterprise Car Rental	101-5010-5011-8020-000	666.60

Inv 6476 Total 666.60

204761 Total: 666.60

UMPQVCC - UMPQUA Bank Total: 1,764.29

USCD8020 - USC Department of Public Safety Cadets Line Item Account

204715 10/11/2018

Inv 9/19/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Donation to Explorer POST for participation in Open House 9/16	101-4010-4011-8020-000	200.00

Check Number	Check Date		Amount
	Inv 9/19/18	Total	200.00
	204715	Total:	200.00
USCD8020 - USC Department of Public Safety Cadets Total:			200.00
VEBU3010 - Verizon Business Svcs Line Item Account			
204716	10/11/2018		
Inv	626 405-0051		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2018	Phone Conferencing Svcs #7DE37177	101-2010-2032-8150-000	35.44
	Inv 626 405-0051	Total	35.44
	204716	Total:	35.44
VEBU3010 - Verizon Business Svcs Total:			35.44
VTDL8180 - VTD LLP Line Item Account			
204786	10/25/2018		
Inv	VT16455		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Accounting Services 9/18	101-3010-3011-8180-000	4,675.00
	Inv VT16455	Total	4,675.00
	204786	Total:	4,675.00
VTDL8180 - VTD LLP Total:			4,675.00
WIDO5320 - William Doyle and Cheryl Doyle Line Item Account			
204790	10/25/2018		
Inv	10/25/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Refund overpayment on Water Acct for 501 Arroyo Sq	500-0000-0000-5320-000	8,129.97
	Inv 10/25/18	Total	8,129.97
	204790	Total:	8,129.97
WIDO5320 - William Doyle and Cheryl Doyle Total:			8,129.97
XRXF5010 - Xerox Financial Svcs Line Item Account			
204762	10/18/2018		
Inv	1336560		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

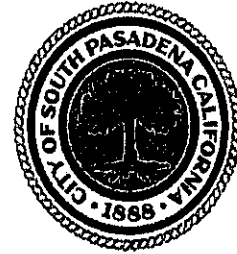
Check Number	Check Date		Amount
10/11/2018	FD Copier Lease Payment 10/10-11/09/18	101-2010-2032-8300-000	1,893.11
Inv 1336560 Total			1,893.11
204762 Total:			1,893.11
204787	10/25/2018		
Inv	1341993		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	Copier Lease Payment 10/6-11/5	500-6010-6710-8000-000	273.17
Inv 1341993 Total			273.17
204787 Total:			273.17
XRXF5010 - Xerox Financial Svcs Total:			2,166.28
Total:			514,531.74

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: elin
Printed: 10/31/2018 - 3:30PM



Check Number	Check Date		Amount
ASOP8030 - Aire Serv of Pasadena Line Item Account			
204791	11/07/2018		
Inv	55191938		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/10/2018	General A/C Maint. of PD Equipment Per Contract	101-6010-6601-8120-000	1,621.00
Inv 55191938 Total			1,621.00
Inv	55511810		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	PD Diagnostics Fee	101-6010-6601-8120-000	79.00
Inv 55511810 Total			79.00
204791 Total:			1,700.00
ASOP8030 - Aire Serv of Pasadena Total:			
			1,700.00
ALH0179 - Alhambra Car Wash Line Item Account			
204792	11/07/2018		
Inv	Sep. 2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	PD Car Washes 9/18	101-4010-4011-8100-000	354.00
Inv Sep. 2018 Total			354.00
204792 Total:			354.00
ALH0179 - Alhambra Car Wash Total:			
			354.00
ALH0181 - Alhambra Hospital Med Ctr Line Item Account			
204793	11/07/2018		
Inv	10/19/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	FD Medical Supplies	101-5010-5011-8025-000	355.31
Inv 10/19/18 Total			355.31
204793 Total:			355.31

ALH0181 - Alhambra Hospital Med Ctr Total: 355.31

ACMT2920 - All City Management Line Item Account

204794 11/07/2018

Inv 56556

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	School Crossing Guard Svcs 9/9-22, 2018	101-4010-4011-8180-000	7,595.82

Inv 56556 Total 7,595.82

Inv 56910

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	PD School Crossing Guard Svcs 9/23-10/6/18	101-4010-4011-8180-000	6,857.34

Inv 56910 Total 6,857.34

204794 Total: 14,453.16

ACMT2920 - All City Management Total: 14,453.16

ALL0197 - All Star Fire Equipment, Inc. Line Item Account

204795 11/07/2018

Inv 210451

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	297.36

Inv 210451 Total 297.36

Inv 210800

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	308.75

Inv 210800 Total 308.75

Inv 210988

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	358.38

Inv 210988 Total 358.38

204795 Total: 964.49

ALL0197 - All Star Fire Equipment, Inc. Total: 964.49

AMAF2920 - Alsarraf, Amin Line Item Account

204796 11/07/2018

Check Number	Check Date		Amount
Inv	96152		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	Refund for cancelled Creative Movement Class	101-0000-0000-5270-002	100.00
Inv 96152 Total			100.00
204796 Total:			100.00
AMAF2920 - Alsarraf, Amin Total:			100.00
AASI6010 - American Asphalt South Inc. Line Item Account			
204797	11/07/2018		
Inv	2018-44		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/11/2018	Street Repairs Maint Project	104-9000-9203-9203-000	11,400.00
Inv 2018-44 Total			11,400.00
Inv	2018-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Mission Street Improvement Project	248-9000-9387-9387-000	101,377.00
08/31/2018	Mission Street Improvement Project	104-9000-9203-9203-000	10,271.71
Inv 2018-98 Total			111,648.71
Inv	Retention		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Street Repairs Maint Project	104-9000-9203-9203-000	19,189.58
Inv Retention Total			19,189.58
204797 Total:			142,238.29
AASI6010 - American Asphalt South Inc. Total:			142,238.29
ANT0243 - Antrim's Security Co., Inc. Line Item Account			
204798	11/07/2018		
Inv	53385		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/10/2018	Citywide Facility Locks Master Locks - Electrical Cabinet Locks	500-6010-6711-8020-000	365.73
Inv 53385 Total			365.73
Inv	53764		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Keys Duplicated for War Memorial Building	101-6010-6601-8020-000	6.57
Inv 53764 Total			6.57

204798 Total:		372.30
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ANT0243 - Antrim's Security Co., Inc. Total:		372.30
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ARA0260 - Aramark Uniform Services Line Item Account

204799 11/07/2018

Inv 533685882

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	Uniform Svcs	230-6010-6116-8132-000	134.79
10/04/2018	Uniform Svcs	101-6010-6601-8132-000	38.91
10/04/2018	Uniform Svcs	500-6010-6711-8132-000	31.30
10/04/2018	Uniform Svcs	210-6010-6501-8132-000	15.34
10/04/2018	Uniform Svcs	215-6010-6310-8132-000	14.88
10/04/2018	Uniform Svcs	215-6010-6201-8132-000	38.89
10/04/2018	Uniform Svcs	500-6010-6710-8132-000	54.90

Inv 533685882 Total		329.01
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204799 Total:		329.01
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ARA0260 - Aramark Uniform Services Total:		329.01
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AINI5010 - Arrow International Inc. Line Item Account

204800 11/07/2018

Inv 9500584342

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	FD Medical Supplies	101-5010-5011-8025-000	626.89

Inv 9500584342 Total		626.89
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204800 Total:		626.89
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AINI5010 - Arrow International Inc. Total:		626.89
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BFWB4011 - Baxter's Frame Works & Badge Frame Line Item Account

204801 11/07/2018

Inv 37188

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	PD One Slide-In Door Sign Robert M. Bartl	101-4010-4011-8020-000	47.14

Inv 37188 Total		47.14
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Inv 37196

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	PD One Slide-In Door Sign James Valencia	101-4010-4011-8020-000	37.11

Inv 37196 Total		37.11
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Check Number	Check Date		Amount
Inv	37256		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2018	PD Employee Awards	101-4010-4011-8020-000	862.00
Inv 37256 Total			862.00
204801 Total:			946.25
BFWB4011 - Baxter's Frame Works & Badge Frame Total:			946.25
BMIE8264 - BMI Line Item Account			
204802	11/07/2018		
Inv	33050231		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Musical license renewel fee - Local Government Base Fee	101-8030-8032-8268-000	349.00
Inv 33050231 Total			349.00
204802 Total:			349.00
BMIE8264 - BMI Total:			349.00
WON6400 - Bob Wondries Ford Line Item Account			
204803	11/07/2018		
Inv	566472		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2018	Unit# 24 Vehicle Maint.	500-6010-6710-8100-000	297.50
Inv 566472 Total			297.50
204803 Total:			297.50
WON6400 - Bob Wondries Ford Total:			297.50
DABN8267 - Bohan, Diana Line Item Account			
204804	11/07/2018		
Inv	Oct 2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Instruct Yoga Class 10/18	101-8030-8021-8267-000	227.20
Inv Oct 2018 Total			227.20
204804 Total:			227.20
DABN8267 - Bohan, Diana Total:			227.20

Check Number	Check Date		Amount
TYBL7000 - Borrello, Tyler Line Item Account			
204805	11/07/2018		
Inv	11/12-16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Reimb. training class on Nov. 12-16, 2018	101-4010-4011-8210-000	196.15
Inv 11/12-16 Total			196.15
204805 Total:			196.15
TYBL7000 - Borrello, Tyler Total:			196.15
BUR0480 - Burgos, Arthur Line Item Account			
204806	11/07/2018		
Inv	10/15-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Reimb. Training class on Oct. 15-19, 2018	101-4010-4011-8200-000	147.91
Inv 10/15-19 Total			147.91
204806 Total:			147.91
BUR0480 - Burgos, Arthur Total:			147.91
CAL0100 - CA Dental Buying Group Line Item Account			
204807	11/07/2018		
Inv	R 09180672		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Oxygen Cylinder Rental 9/18	101-5010-5011-8025-000	142.50
Inv R 09180672 Total			142.50
204807 Total:			142.50
CAL0100 - CA Dental Buying Group Total:			142.50
CAL5236 - CA Linen Services Line Item Account			
204808	11/07/2018		
Inv	1563232		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/08/2018	FD Supplies	101-5010-5011-8020-000	117.81
Inv 1563232 Total			117.81
Inv	1565495		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	FD Supplies	101-5010-5011-8020-000	129.20

Check Number	Check Date		Amount
Inv 1565495	Total		129.20
Inv 1567766			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	FD Supplies	101-5010-5011-8020-000	117.81
Inv 1567766	Total		117.81
204808 Total:			364.82
CAL5236 - CA Linen Services Total:			364.82
CAL0950 - Cal Blend Soils Inc. Line Item Account			
204809	11/07/2018		
Inv 65547			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Citywide Forest Blend Mulch & Other Soils	101-6010-6410-8020-000	536.55
Inv 65547	Total		536.55
204809 Total:			536.55
CAL0950 - Cal Blend Soils Inc. Total:			536.55
CLED2010 - CALED Line Item Account			
204810	11/07/2018		
Inv 10/15/18			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Membership to CA Assn. for Local Econ Dvpt -Stephanie DeWolfe	101-2010-2011-8060-000	570.00
Inv 10/15/18	Total		570.00
204810 Total:			570.00
CLED2010 - CALED Total:			570.00
CAN0607 - Cantu Graphics Line Item Account			
204811	11/07/2018		
Inv 5249			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/15/2018	PD Busn. Card - Carlos Pech	101-4010-4011-8020-000	43.75
Inv 5249	Total		43.75
Inv 5322			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/20/2018	Planning & Building - Matte Poster	101-7010-7011-8050-000	62.42

Check Number	Check Date		Amount
Inv 5322	Total		62.42
Inv 5346			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/07/2018	Planning & Building - Business cards	101-7010-7011-8050-000	131.24
Inv 5346	Total		131.24
Inv 5355			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2018	Planning & Building - Matte Mounted Poster	101-7010-7011-8050-000	62.42
Inv 5355	Total		62.42
Inv 5373			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	FD Business Cards - Eduardo Rodriguez	101-5010-5011-8050-000	43.75
Inv 5373	Total		43.75
Inv 5375			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Planning & Building - Matte Poster	101-7010-7011-8050-000	124.83
Inv 5375	Total		124.83
Inv 5377			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	Planning & Building - Matte Poster	101-7010-7011-8050-000	62.42
Inv 5377	Total		62.42
Inv 5378			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	FD NCR Carbonless	101-5010-5012-8020-000	87.76
Inv 5378	Total		87.76
204811	Total:		618.59
CAN0607	- Cantu Graphics Total:		618.59
CAT0700	- Catering Systems Inc. Line Item Account		
204812	11/07/2018		
Inv 4860			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/07/2018	Sr. Center Meals w/ 10/1-5/18	260-8030-8023-8180-000	2,073.60
Inv 4860	Total		2,073.60

Inv 4867

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Sr. Center Meals w/ 10/9-12/18	260-8030-8023-8180-000	1,647.00

Inv 4867 Total 1,647.00

Inv 4873

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2018	Sr. Center Meals w/ 10/15-19/18	260-8030-8023-8180-000	2,046.60

Inv 4873 Total 2,046.60

Inv 4880

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/27/2018	Sr. Center Meals w/ 10/22-26/18	260-8030-8023-8180-000	1,976.40

Inv 4880 Total 1,976.40

204812 Total: 7,743.60

CAT0700 - Catering Systems Inc. Total: 7,743.60

CHE6010 - Chem Pro Laboratory, Inc. Line Item Account

204813 11/07/2018

Inv 640452

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2018	Cooling Tower Water Treatment Svcs 9/18	101-6010-6601-8120-000	164.00

Inv 640452 Total 164.00

Inv 640453

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/23/2018	Cooling Tower Drain & Svcs 9/18	101-6010-6601-8120-000	344.00

Inv 640453 Total 344.00

204813 Total: 508.00

CHE6010 - Chem Pro Laboratory, Inc. Total: 508.00

CBMS5011 - Christian Brothers Mechanical Svcs Inc. Line Item Account

204814 11/07/2018

Inv 37168

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	FD Building Maintenance	101-5010-5011-8120-000	293.75

Inv 37168 Total 293.75

Check Number	Check Date		Amount
204814	Total:		293.75
CBMS5011 - Christian Brothers Mechanical Svcs Inc. Total:			293.75
ALH4011 - City of Alhambra Line Item Account			
204815	11/07/2018		
Inv	SoPas-9/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	PD Inmate Housing 9/18	101-4010-4011-8180-000	3,268.00
Inv SoPas-9/18 Total			3,268.00
204815	Total:		3,268.00
ALH4011 - City of Alhambra Total:			3,268.00
GLE2563 - City of Glendale Line Item Account			
204816	11/07/2018		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	ICIS Roamer Fees Oct.-Dec. 2018	101-4010-4011-8180-000	1,275.00
Inv Total			1,275.00
204816	Total:		1,275.00
GLE2563 - City of Glendale Total:			1,275.00
MON8888 - City of Monrovia Line Item Account			
204817	11/07/2018		
Inv	1900183		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	Membership for "Taking Back Our Community" Program FY 18-19	101-4010-4011-8060-000	1,500.00
Inv 1900183 Total			1,500.00
204817	Total:		1,500.00
MON8888 - City of Monrovia Total:			1,500.00
CMME4011 - Compline Inc. Line Item Account			
204818	11/07/2018		
Inv	0035352-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	PD Unit# 1407 Repair Svcs	101-4010-4011-8180-000	875.00

Check Number	Check Date		Amount
Inv 0035352-IN Total			875.00
Inv 0116150			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	PD Unit# 1407 Repair Svcs	101-4010-4011-8180-000	586.57
Inv 0116150 Total			586.57
Inv 0116151			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	PD Unit# 0218 Repair Svcs	101-4010-4011-8180-000	300.00
Inv 0116151 Total			300.00
Inv 0116152			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	PD Unit# 1703 Repair Svcs	101-4010-4011-8180-000	798.76
Inv 0116152 Total			798.76
Inv 0118621-IN			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/29/2018	PD Unit# 1405 Repair Svcs	101-4010-4011-8180-000	510.23
Inv 0118621-IN Total			510.23
204818 Total:			3,070.56
CMME4011 - Commline Inc. Total:			3,070.56
CRMN6010 - Core & Main LP Line Item Account			
204819	11/07/2018		
Inv J564417			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Parts needed to install Blind Flang at Wilson Reservoir	500-6010-6710-8020-000	1,754.50
Inv J564417 Total			1,754.50
204819 Total:			1,754.50
CRMN6010 - Core & Main LP Total:			1,754.50
CSUL8021 - CSULA University Auxiliary Service Line Item Account			
204820	11/07/2018		
Inv 2018			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	Payment for Membership - Life Long Learning Program	101-8030-8021-8020-000	150.00
Inv 2018 Total			150.00

204820 Total:		150.00
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CSUL8021 - CSULA University Auxiliary Service Total:		150.00
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CSULB40 - CSULB Foundation Line Item Account

204821	11/07/2018	
Inv 1835		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/15/2018	Training Class on Oct. 22-24, 2018 for Cpl. Craig Phillips	101-4010-4011-8210-000
Inv 1835 Total		333.00

204821 Total:		333.00
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CSULB40 - CSULB Foundation Total:		333.00
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DSP0755 - D & S Printing Line Item Account

204822	11/07/2018	
Inv 8007		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/09/2018	PD 300 Buddy Pads	101-4010-4011-8050-000
Inv 8007 Total		492.75

204822 Total:		492.75
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Inv 8019		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/15/2018	PD 3 Part NCR Proff of Service Form	101-4010-4011-8050-000
Inv 8019 Total		498.23

Inv 8020		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/16/2018	Plan/Bldg Correction Books	101-7010-7011-8050-000
Inv 8020 Total		424.31

204822 Total:		1,415.29
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DSP0755 - D & S Printing Total:		1,415.29
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DBEL5010 - DB Electronics Line Item Account

204823	11/07/2018	
Inv 715		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/10/2018	FD MDT Installation in BC9 Truck	101-5010-5011-8183-000
Inv 715 Total		7,960.00

204823 Total:		7,960.00
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Check Number	Check Date		Amount
Inv 715 Total			7,960.00
Inv 716			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	FD Supplies - Station Amplifier	101-5010-5011-8020-000	225.00
Inv 716 Total			225.00
204823 Total:			8,185.00
DBEL5010 - DB Electronics Total:			8,185.00
DOJ4011 - Dept of Justice Line Item Account			
204824	11/07/2018		
Inv 331761			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	PD Applicant Fingerprinting Svcs 9/18	101-4010-4011-8020-000	256.00
Inv 331761 Total			256.00
204824 Total:			256.00
DOJ4011 - Dept of Justice Total:			256.00
ERDE2920 - Deutsch, Erica Line Item Account			
204825	11/07/2018		
Inv 95926			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	Refund deposit for Senior Center use on 10/6/18	101-0000-0000-2920-000	250.00
Inv 95926 Total			250.00
204825 Total:			250.00
ERDE2920 - Deutsch, Erica Total:			250.00
DIG0800 - Digital Telecommunications Corp Line Item Account			
204826	11/07/2018		
Inv 32423			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	PD Relocation of Extension Numbers Personnel Transfers Svcs	101-4010-4011-8150-000	285.00
Inv 32423 Total			285.00
204826 Total:			285.00

DIG0800 - Digital Telecommunications Corp Total:

285.00

DDEK6712 - Dudek Line Item Account

204827 11/07/2018

Inv 20185943

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
09/23/2018	Swr Rehab. & Replacement Project Construction Engineering Svcs	310-6010-6501-8170-000

11,710.00

Inv 20185943 Total 11,710.00

204827 Total:

11,710.00

DDEK6712 - Dudek Total:

11,710.00

ECC9000 - E.C.Construction Line Item Account

204828 11/07/2018

Inv #6

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
08/31/2018	El Centro Street Improvement Project	104-9000-9203-9203-000

77,076.35

Inv #6 Total 77,076.35

204828 Total:

77,076.35

ECC9000 - E.C.Construction Total:

77,076.35

ELWR6310 - El Wester Line Item Account

204829 11/07/2018

Inv 33147

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/01/2018	Small Hand Tools for Street Trees	215-6010-6310-8130-000

266.61

Inv 33147 Total 266.61

204829 Total:

266.61

ELWR6310 - El Wester Total:

266.61

ENTS426 - Entenmann-Rovin Line Item Account

204830 11/07/2018

Inv 0139047-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/05/2018	2 Police Captain Uniform Badges & 1 Flat Badge	101-4010-4011-8134-000

320.47

Inv 0139047-IN Total 320.47

Inv 0139292-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	flat badges for 1 retired captain & 1 retired motor officer	101-4010-4011-8134-000	349.35

Inv 0139292-IN Total 349.35

204830 Total: 669.82

ENTS426 - Entenmann-Rovin Total: 669.82

EURO6710 - Eurofins Eaton Analytical Line Item Account

204831 11/07/2018

Inv L0401169

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/18/2018	Water Quality Testing	500-6010-6711-8170-000	20.00

Inv L0401169 Total 20.00

Inv L0405302

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/07/2018	Water Quality Testing	500-6010-6711-8170-000	195.00

Inv L0405302 Total 195.00

Inv L0406290

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/13/2018	Water Quality Testing	500-6010-6711-8170-000	240.00

Inv L0406290 Total 240.00

Inv L0408927

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2018	Water Quality Testing	500-6010-6711-8170-000	120.00

Inv L0408927 Total 120.00

Inv L0409685

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Water Quality Testing	500-6010-6711-8170-000	120.00

Inv L0409685 Total 120.00

Inv L0409710

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Water Quality Testing	500-6010-6711-8170-000	160.00

Inv L0409710 Total 160.00

Inv L0409711

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
08/31/2018	Water Quality Testing	500-6010-6711-8170-000	120.00
Inv L0409711 Total			120.00
Inv L0409712			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Water Quality Testing	500-6010-6711-8170-000	120.00
Inv L0409712 Total			120.00
Inv L0409729			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Water Quality Testing	500-6010-6711-8170-000	160.00
Inv L0409729 Total			160.00
Inv L0411508			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2018	Water Quality Testing	500-6010-6711-8170-000	240.00
Inv L0411508 Total			240.00
Inv L0412717			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Lab Svcs	500-6010-6711-8170-000	360.00
Inv L0412717 Total			360.00
Inv L0413059			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/20/2018	Lab Svcs	500-6010-6711-8170-000	480.00
Inv L0413059 Total			480.00
Inv L0413859			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Lab Svcs	500-6010-6711-8170-000	360.00
Inv L0413859 Total			360.00
Inv L0414531			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Lab Svcs	500-6010-6711-8170-000	120.00
Inv L0414531 Total			120.00
Inv L0415651			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	Lab Svcs	500-6010-6711-8170-000	120.00
Inv L0415651 Total			120.00

Check Number	Check Date		Amount
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204831 Total:			2,935.00
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EURO6710 - Eurofins Eaton Analytical Total:			2,935.00
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EIG1405 - Ewing Irrigation Glendale Line Item Account

204832 11/07/2018

Inv 6294600

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	Citywide Supplies for Parks Irrigation & Landscape Supplies	215-6010-6416-8020-000	608.55

Inv 6294600 Total			608.55
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204832 Total:			608.55
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EIG1405 - Ewing Irrigation Glendale Total:

608.55

FED1109 - FedEx Line Item Account

204833 11/07/2018

Inv 6-336-62139

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	PD Transportation Charges	101-4010-4011-8010-000	112.36

Inv 6-336-62139 Total			112.36
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204833 Total:			112.36
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FED1109 - FedEx Total:

112.36

FWWS1400 - Ferguson Waterworks #1083 Line Item Account

204834 11/07/2018

Inv 0638442-1

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/08/2018	Water Dept. Stock/Inventory Water Fittings	500-6010-6710-8020-000	2,605.44

Inv 0638442-1 Total			2,605.44
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Inv 0638442-2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2018	Water meter Fittings and Parts	500-6010-6710-8020-000	149.91

Inv 0638442-2 Total			149.91
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204834 Total:			2,755.35
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FWWS1400 - Ferguson Waterworks #1083 Total:

2,755.35

Check Number	Check Date		Amount
DAGA5270 - Galiano, Damaris Line Item Account			
204835	11/07/2018		
Inv	96151		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	Refund for Cancelled Creative Movement Class	101-0000-0000-5270-002	100.00
Inv 96151 Total			100.00
204835 Total:			100.00
DAGA5270 - Galiano, Damaris Total:			100.00
GALS5010 - Galls Line Item Account			
204836	11/07/2018		
Inv	010881678		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	PD Uniform & Accessories	101-4010-4011-8134-000	71.16
Inv 010881678 Total			71.16
Inv	010904013		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	PD Training handcuffs	101-4010-4011-8200-000	290.33
Inv 010904013 Total			290.33
Inv	010916327		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	PD Uniform & Accessories	101-4010-4011-8134-000	131.14
Inv 010916327 Total			131.14
Inv	010916333		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	PD Uniform & Accessories	101-4010-4011-8134-000	138.84
Inv 010916333 Total			138.84
204836 Total:			631.47
GALS5010 - Galls Total:			631.47
GAR5011 - Garvey Equipment Co Line Item Account			
204837	11/07/2018		
Inv	114476		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Parks Chainsaw	101-6010-6410-8020-000	1,958.96
Inv 114476 Total			1,958.96

Inv 114525

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	Ongoing Equipment Maintenance for Parks Small Tools & Equipmc	215-6010-6310-8110-000	192.40

Inv 114525 Total 192.40

204837 Total: 2,151.36

GAR5011 - Garvey Equipment Co Total:

2,151.36

GLAS5270 - Glasberg, Talia Line Item Account

204838 11/07/2018

Inv 96153

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/19/2018	Refund for Garfield Park Reservation due to rain out 10/13/18	101-0000-0000-5270-005	75.00

Inv 96153 Total 75.00

204838 Total: 75.00

GLAS5270 - Glasberg, Talia Total:

75.00

GPDD4010 - Glendale Police Dept. Line Item Account

204839 11/07/2018

Inv 18-1272

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/20/2018	PD DNA Processing - Evidence Swabs DR-18-1272	101-4010-4011-8180-000	575.00

Inv 18-1272 Total 575.00

204839 Total: 575.00

GPDD4010 - Glendale Police Dept. Total:

575.00

GOLD6417 - Golden Bell Products, Inc. Line Item Account

204840 11/07/2018

Inv 16472

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Lift Station Degreaser Maint. Svc	232-6010-6417-8020-000	481.80

Inv 16472 Total 481.80

204840 Total: 481.80

GOLD6417 - Golden Bell Products, Inc. Total:

481.80

GRA1244 - Graffiti Control Systems Line Item Account

204841 11/07/2018

Inv SPAS0718

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/31/2018	Citywide Graffiti Removal 7/18	101-6010-6410-8262-000	588.00

Inv SPAS0718 Total 588.00

Inv SPAS0818

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Citywide Graffiti Removal 8/18	101-6010-6410-8262-000	1,225.00

Inv SPAS0818 Total 1,225.00

Inv SPAS0918

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Citywide Graffiti Removal 9/18	101-6010-6410-8262-000	1,323.00

Inv SPAS0918 Total 1,323.00

204841 Total: 3,136.00

GRA1244 - Graffiti Control Systems Total:

3,136.00

GRA6601 - Grainger Line Item Account

204842 11/07/2018

Inv 9855895083

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/24/2018	Eye Wash Station for Breakpoint Chlorination System	500-6010-6711-8020-000	769.01

Inv 9855895083 Total 769.01

Inv 9915281415

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/25/2018	Protective Gloves Used for Lift Station	101-6010-6601-8020-000	81.99

Inv 9915281415 Total 81.99

Inv 9917264906

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	Citywide Padlocks Parks/Facilities	101-6010-6601-8020-000	320.09

Inv 9917264906 Total 320.09

204842 Total: 1,171.09

GRA6601 - Grainger Total:

1,171.09

Check Number Check Date Amount

GRE1270 - Greg's Automotive Services Line Item Account

204843 11/07/2018

Inv 13702

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/23/2018	Vehicle Repair & Maint. Unit# 10	500-6010-6711-8100-000	284.36
08/23/2018	Unit# 10 Vehicle Maint.	500-6010-6711-8100-000	97.54

Inv 13702 Total 381.90

Inv 13879

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Unit# 24 Vehicle Maint.	500-6010-6710-8100-000	70.61

Inv 13879 Total 70.61

Inv 13881

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	Unit# 11 Vehicle Maint.	500-6010-6710-8100-000	55.28

Inv 13881 Total 55.28

204843 Total: 507.79

GRE1270 - Greg's Automotive Services Total: 507.79

HAC6711 - Hach Company Line Item Account

204844 11/07/2018

Inv 11146971

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2018	Reagent for Chlorine Monitoring Units at various Pump Stations	500-6010-6711-8020-000	410.65

Inv 11146971 Total 410.65

204844 Total: 410.65

HAC6711 - Hach Company Total: 410.65

RYHG4010 - Hang, Ryan Line Item Account

204845 11/07/2018

Inv 10/15-17

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Reimb. Training Class on Oct. 15-17, 2018	101-4010-4011-8210-000	150.88

Inv 10/15-17 Total 150.88

204845 Total: 150.88

RYHG4010 - Hang, Ryan Total: 150.88

HYBS8180 - Haynes Building Services LLC Line Item Account

204846 11/07/2018

Inv 36768

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Monthly Janitorial Cleaning Day Porter 8/18	500-6010-6711-8120-000	1,340.40

Inv 36768 Total 1,340.40

Inv 36823

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Water Department Floor Work	500-6010-6711-8120-000	620.00

Inv 36823 Total 620.00

Inv 37042

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Monthly Janitorial Cleaning Day Porter 9/18	101-6010-6601-8180-000	10,561.81
09/28/2018	Monthly Janitorial Cleaning Day Porter 9/18	232-6010-6417-8180-000	1,414.83

Inv 37042 Total 11,976.64

Inv 37043

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/28/2018	Water Division Monthly Janitorial Cleaning Day Porter 9/18	500-6010-6711-8120-000	1,340.40

Inv 37043 Total 1,340.40

204846 Total: 15,277.44

HYBS8180 - Haynes Building Services LLC Total: 15,277.44

HQAB8100 - Hi Quality Auto Body Inc. Line Item Account

204847 11/07/2018

Inv 10/23/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	Repair of Unit# 1798	101-4010-4011-8100-000	141.05

Inv 10/23/18 Total 141.05

204847 Total: 141.05

HQAB8100 - Hi Quality Auto Body Inc. Total: 141.05

HRCS2011 - Housing Rights Center Line Item Account

204848 11/07/2018

Check Number Check Date Amount

Inv 2

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Fair Housing Services Program 8/18	228-7200-7220-8180-000	1,074.18

Inv 2 Total 1,074.18

204848 Total: 1,074.18

HRCS2011 - Housing Rights Center Total: 1,074.18

INCG6011 - Interwest Consulting Group Line Item Account

204849 11/07/2018

Inv 44037

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	Structural Assessments of Two Existing Houses	101-6010-6011-8170-000	4,000.00

Inv 44037 Total 4,000.00

204849 Total: 4,000.00

INCG6011 - Interwest Consulting Group Total: 4,000.00

IPCC4010 - IPC Corp. Line Item Account

204850 11/07/2018

Inv 36643

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	Supplies for Police Dept. Evidence Room	101-4010-4011-8020-000	329.69

Inv 36643 Total 329.69

204850 Total: 329.69

IPCC4010 - IPC Corp. Total: 329.69

KEIR2920 - Irvin, Kenyatta D. Line Item Account

204851 11/07/2018

Inv 95702

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Refund deposit for GP Youth House on 9/29/18	101-0000-0000-2920-000	250.00

Inv 95702 Total 250.00

204851 Total: 250.00

KEIR2920 - Irvin, Kenyatta D. Total: 250.00

JSAR4011 - Jack's Auto Repair Line Item Account

204852 11/07/2018

Inv 16097

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	PD Oil & Filter Change Svcs on Unit# 198	101-4010-4011-8100-000	71.74

Inv 16097 Total 71.74

Inv 16100

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	PD Remove & Replace Battery; Oil & Filter Change on Unit# 1407	101-4010-4011-8100-000	342.91

Inv 16100 Total 342.91

Inv 16101

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	PD Oil & Filter Change Svcs on Unit# 1706	101-4010-4011-8100-000	63.82

Inv 16101 Total 63.82

Inv 16103

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	Remove & replace oxygen sensor-rear on Unit# 198	101-4010-4011-8100-000	331.83

Inv 16103 Total 331.83

Inv 16112

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Remove & replace water pump; Oil & filter change on Unit# 1406	101-4010-4011-8100-000	1,526.84

Inv 16112 Total 1,526.84

Inv 16114

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Lube, Oil & filter change on Unit# 1501	101-4010-4011-8100-000	107.24

Inv 16114 Total 107.24

Inv 16119

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Brake inspection for Van# 79 on 10/25/18	207-8030-8025-8100-000	69.29

Inv 16119 Total 69.29

204852 Total: 2,513.67

JSAR4011 - Jack's Auto Repair Total: 2,513.67

HMS8020 - JHM Supply Line Item Account

204853 11/07/2018

Check Number	Check Date		Amount
Inv	111878/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Citywide Irrigation Supplies	215-6010-6416-8180-000	206.69
Inv 111878/1 Total			206.69
Inv	112194/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2018	Parts for Kollie Tank	500-6010-6711-8020-000	12.36
Inv 112194/1 Total			12.36
Inv	157782/1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Wilson GAC Vessel 1A & 1B Sample Port	500-6010-6711-8020-000	42.09
Inv 157782/1 Total			42.09
204853 Total:			261.14
JHMS8020 - JHM Supply Total:			261.14
JHA307 - John L. Hunter Associates, Inc. Line Item Account			
204854	11/07/2018		
Inv	SOPASNP0718		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	City's NPDES MS4 Stormwater Compliance & EWMP/CIMP Moni	101-6010-6015-8020-000	1,302.50
Inv SOPASNP0718 Total			1,302.50
204854 Total:			1,302.50
JHA307 - John L. Hunter Associates, Inc. Total:			1,302.50
JOJN7000 - Johnson, Joseph Line Item Account			
204855	11/07/2018		
Inv	10/15-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Reimb. training class on Oct. 15-17, 2018	101-4010-4011-8200-000	716.40
Inv 10/15-17 Total			716.40
204855 Total:			716.40
JOJN7000 - Johnson, Joseph Total:			716.40
TIKI4011 - Kim, Timothy Line Item Account			

Check Number	Check Date		Amount
204856	11/07/2018		
	Inv 11/12-16		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	10/25/2018	Reimb. Training class on Nov. 12-16, 2018	101-4010-4011-8210-000 196.15
	Inv 11/12-16 Total		196.15
204856 Total:			196.15
TIKI4011 - Kim, Timothy Total:			196.15
KOAC6010 - KOA Line Item Account			
204857	11/07/2018		
	Inv JB73058-13		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	10/15/2018	Professional Svcs for Fair Oaks Improvement Project	207-9000-9192-9192-000 1,980.00
	Inv JB73058-13 Total		1,980.00
	Inv JB83070-2		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	07/11/2018	Engineering Design & Study Traffic Signal-Monterey Rd & Orange	208-9000-9191-9191-000 405.00
	Inv JB83070-2 Total		405.00
	Inv JB83070-3		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	10/15/2018	Engineering Design & Study Traffic Signal-Monterey Rd & Orange	208-9000-9191-9191-000 841.72
	Inv JB83070-3 Total		841.72
	Inv JB86064-6		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	10/01/2018	Construction Mgmt & Inspection Svcs Monterey Rd Improvement	104-9000-9203-9203-000 942.50
	Inv JB86064-6 Total		942.50
204857 Total:			4,169.22
KOAC6010 - KOA Total:			4,169.22
LTAP5500 - L.A.C. M. T. A. Line Item Account			
204858	11/07/2018		
	Inv 102686		
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	10/31/2018	Metro Pass Sales	205-8030-8024-8020-000 410.00
	10/31/2018	Metro Pass Sales	205-0000-0000-5500-000 410.00
	Inv 102686 Total		820.00

204858 Total:	820.00
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LTAP5500 - L.A.C. M. T. A. Total:	820.00
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LAAM8021 - Laguna Art Museum Line Item Account

204859	11/07/2018		
Inv	12/6/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Senior Trip to the Laguna Art Museum scheduled for 12/6/18	101-8030-8021-8264-000	135.00
Inv 12/6/18 Total			135.00

204859 Total:	135.00
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LAAM8021 - Laguna Art Museum Total:	135.00
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LIFE822 - Life-Assist Inc. Line Item Account

204860	11/07/2018		
Inv	880464		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	FD Medical Supplies	101-5010-5011-8025-000	4,097.98
Inv 880464 Total			4,097.98

Inv	880625		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	FD Medical Supplies	101-5010-5011-8025-000	25.62
Inv 880625 Total			25.62

Inv	881027		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	FD Medical Supplies	101-5010-5011-8025-000	9.84
Inv 881027 Total			9.84

Inv	881343		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	FD Medical Supplies	101-5010-5011-8025-000	216.22
Inv 881343 Total			216.22

Inv	882643		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	FD Medical Supplies	101-5010-5011-8025-000	3.18
Inv 882643 Total			3.18

204860 Total:		4,352.84
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LIFE822 - Life-Assist Inc. Total:		4,352.84
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LALP2925 - Lopez, Laura Line Item Account

204861 11/07/2018

Inv 96033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Refund for cancelled class - Super Soccer Stars	101-0000-0000-5270-002	90.00

Inv 96033 Total		90.00
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204861 Total:		90.00
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LALP2925 - Lopez, Laura Total:		90.00
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LUN1111 - Lunnon, Joseph Line Item Account

204862 11/07/2018

Inv 10/10-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Reimb. training class on Oct. 10-11, 2018	101-4010-4011-8200-000	86.85

Inv 10/10-11 Total		86.85
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204862 Total:		86.85
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LUN1111 - Lunnon, Joseph Total:		86.85
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LPC4011 - Lynn Peavey Company Line Item Account

204863 11/07/2018

Inv 350884

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	PD Evidence Room Supplies	101-4010-4011-8020-000	180.59

Inv 350884 Total		180.59
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204863 Total:		180.59
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LPC4011 - Lynn Peavey Company Total:		180.59
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MER2145 - Merit Oil Company Line Item Account

204864 11/07/2018

Inv 481579

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	FD 2000 Gallons of the #2 Diesel	101-5010-5011-8105-000	6,995.75

Check Number	Check Date		Amount
		Inv 481579 Total	6,995.75
		204864 Total:	6,995.75
		MER2145 - Merit Oil Company Total:	6,995.75
		MMV9126 - Mission Meridian Village POA Line Item Account	
204865	11/07/2018		
		Inv COM001	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	10/25/2018	POA Dues-Hospital 11/18	226-2010-2269-8060-000 804.13
		Inv COM001 Total	804.13
		Inv COM002	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	10/25/2018	POA Dues-Parking 11/18	207-2010-2260-8061-000 1,730.17
		Inv COM002 Total	1,730.17
		204865 Total:	2,534.30
		MMV9126 - Mission Meridian Village POA Total:	2,534.30
		MOR2900 - Morrow & Holman Plumbing Inc Line Item Account	
204866	11/07/2018		
		Inv AC-07-5837	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/02/2018	Senior Center Air Conditioning Unit Condensation Line Repair	101-6010-6601-8120-000 173.93
		Inv AC-07-5837 Total	173.93
		Inv P-08-8080	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	08/02/2018	Broken service line at Lohman Lane	215-6010-6416-8180-000 1,685.70
		Inv P-08-8080 Total	1,685.70
		Inv P-09-8334	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
	09/04/2018	Testing & Excercising Ball Valves	101-6010-6601-8120-000 236.25
		Inv P-09-8334 Total	236.25
		204866 Total:	2,095.88
		MOR2900 - Morrow & Holman Plumbing Inc Total:	2,095.88

NAT4011 - Nat'l Emblem Inc Line Item Account

204867	11/07/2018		
Inv	380662		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	PD Shoulder Patches	101-4010-4011-8020-000	540.69
Inv 380662 Total			540.69
204867 Total:			540.69

NAT4011 - Nat'l Emblem Inc Total:

540.69

NGSI6010 - Natural Gas Systems Inc. Line Item Account

204868	11/07/2018		
Inv	5381		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Yard CNG Fuel Monthly Maint. Svcs 9/18	207-8030-8025-8100-000	375.00
Inv 5381 Total			375.00
204868 Total:			375.00

NGSI6010 - Natural Gas Systems Inc. Total:

375.00

NNYR2013 - Nelson Nygaard Consult. Assoc. Line Item Account

204870	11/07/2018		
Inv	73464		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/22/2018	Professional Svcs 8/25 - 9/28/18	101-2010-2021-8170-000	5,860.22
Inv 73464 Total			5,860.22
204870 Total:			5,860.22

NNYR2013 - Nelson Nygaard Consult. Assoc. Total:

5,860.22

TANE2920 - Nelson, Tara Line Item Account

204869	11/07/2018		
Inv	95927		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	Refund deposit for GP Youth House on 10/6/18	101-0000-0000-2920-000	250.00
Inv 95927 Total			250.00
204869 Total:			250.00

Check Number	Check Date		Amount
TANE2920 - Nelson, Tara Total:			250.00
CHOH5270 - Oh, Christina Line Item Account			
204871	11/07/2018		
Inv	96034		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Refund for cancelled class - Gymnastics	101-0000-0000-5270-002	100.00
Inv 96034 Total			100.00
204871 Total:			100.00
CHOH5270 - Oh, Christina Total:			100.00
OKI7777 - Okitsu, Walter J. Line Item Account			
204872	11/07/2018		
Inv	10/16/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	Reimb. for Eagle Scout Project - Interpretive Signage	101-1010-1011-8021-000	300.00
Inv 10/16/18 Total			300.00
204872 Total:			300.00
OKI7777 - Okitsu, Walter J. Total:			300.00
PPSS8520 - Pacific Parking Systems Inc. Line Item Account			
204873	11/07/2018		
Inv	14333		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	2 Boxes - Pay 7 Display Thermal Paper	101-4010-4011-8110-000	510.36
Inv 14333 Total			510.36
204873 Total:			510.36
PPSS8520 - Pacific Parking Systems Inc. Total:			510.36
CRPC7000 - Pech, Carlos Line Item Account			
204874	11/07/2018		
Inv	10/15-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/23/2018	Reimb. Training class on Oct. 15-17, 2018	101-4010-4011-8210-000	360.41
Inv 10/15-17 Total			360.41

204874 Total:		360.41
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CRPC7000 - Pech, Carlos Total:		360.41
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CGPH4011 - Phillips, Craig Line Item Account

204875 11/07/2018

Inv 10/22-24

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Reimb. Training class on Oct. 22-24, 2018	101-4010-4011-8210-000	109.57

Inv 10/22-24 Total		109.57
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204875 Total:		109.57
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CGPH4011 - Phillips, Craig Total:

109.57

PHOE4610 - Phoenix Group Information Systems Line Item Account

204876 11/07/2018

Inv 092018184

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	Citation & Permit Processing 9/18	101-0000-0000-4610-000	1,990.76
10/16/2018	Citation & Permit Processing 9/18	101-0000-0000-4460-000	802.00

Inv 092018184 Total		2,792.76
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204876 Total:		2,792.76
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PHOE4610 - Phoenix Group Information Systems Total:

2,792.76

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

204877 11/07/2018

Inv 3102507774

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Postage Meter Lease7/30-10/29/18	101-8030-8021-8300-000	63.21
09/30/2018	Postage Meter Lease7/30-10/29/18	207-8030-8025-8300-000	63.21
09/30/2018	Postage Meter Lease7/30-10/29/18	101-8030-8031-8300-000	63.21
09/30/2018	Postage Meter Lease7/30-10/29/18	101-8030-8032-8300-000	63.21

Inv 3102507774 Total		252.84
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204877 Total:		252.84
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PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total:

252.84

IT8031 - Pitney Bowes-Reserve Account Line Item Account

204878 11/07/2018

Inv 34133033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Reimb. Postage Meter	101-2010-2011-8010-000	1.63
10/12/2018	Reimb. Postage Meter	500-3010-3012-8010-000	0.47
10/12/2018	Reimb. Postage Meter	101-0000-0000-5255-000	399.13
10/12/2018	Reimb. Postage Meter	101-2010-2013-8010-000	1.41
10/12/2018	Reimb. Postage Meter	101-1020-1021-8010-000	7.06
10/12/2018	Reimb. Postage Meter	101-5010-5011-8010-000	37.35
10/12/2018	Reimb. Postage Meter	101-2010-2021-8010-000	0.94
10/12/2018	Reimb. Postage Meter	101-1010-1011-8010-000	0.47
10/12/2018	Reimb. Postage Meter	101-7010-7011-8010-000	841.23
10/12/2018	Reimb. Postage Meter	101-3010-3011-8010-000	418.76
10/12/2018	Reimb. Postage Meter	101-6010-6011-8010-000	86.78
10/12/2018	Reimb. Postage Meter	101-4010-4011-8010-000	742.30

Inv 34133033 Total 2,537.53

204878 Total: 2,537.53

PIT8031 - Pitney Bowes-Reserve Account Total: 2,537.53

TOPL8267 - Plasil, Tony Line Item Account

204879 11/07/2018

Inv Oct 2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Instruct ballroom dance class 10/18	101-8030-8021-8267-000	80.00

Inv Oct 2018 Total 80.00

204879 Total: 80.00

TOPL8267 - Plasil, Tony Total: 80.00

PODV8267 - Podvoll, Candace Line Item Account

204880 11/07/2018

Inv Oct 2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Instruct mediation classes 10/18	101-8030-8021-8267-000	107.20

Inv Oct 2018 Total 107.20

204880 Total: 107.20

PODV8267 - Podvoll, Candace Total: 107.20

POS5265 - Post Alarm Systems Line Item Account

204881 11/07/2018

Inv 1110084

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/05/2018	WMB & Orange Grove Rec Bldg Monitoring Svc 11/18	101-8030-8031-8180-000	48.77
10/05/2018	WMB & Orange Grove Rec Bldg Monitoring Svc 11/18	101-8030-8032-8180-000	48.77

Inv 1110084 Total 97.54

204881 Total: 97.54

POSS265 - Post Alarm Systems Total: 97.54

MNPR4610 - Prakash, Mehta Nirav Line Item Account

204882 11/07/2018

Inv 6SEB454

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Overpayment for citation 222138055. Paid DMV & SPPD	101-0000-0000-4610-000	96.00

Inv 6SEB454 Total 96.00

204882 Total: 96.00

MNPR4610 - Prakash, Mehta Nirav Total: 96.00

EDS6010 - Prime Electric Distributors Line Item Account

204883 11/07/2018

Inv S1378350.001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/29/2018	Library Specialty LED Light Bulb	101-6010-6601-8020-000	73.00

Inv S1378350.001 Total 73.00

Inv S1379615.001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Electric Adjustment of Components in Electrical Cabinet	101-6010-6601-8020-000	152.38

Inv S1379615.001 Total 152.38

Inv S1379620.001

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Electric Adjustment of Components in Electrical Cabinet	101-6010-6601-8020-000	85.41

Inv S1379620.001 Total 85.41

204883 Total: 310.79

EDS6010 - Prime Electric Distributors Total: 310.79

DRDP8030 - Prothero, Dr. Donald R. Line Item Account

204884 11/07/2018
 Inv 11/19/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Lecture scheduled for 11/19- Where's the Fires & the Environment	101-8030-8021-8267-000	100.00

Inv 11/19/18 Total 100.00

204884 Total: 100.00

DRDP8030 - Prothero, Dr. Donald R. Total:

100.00

PUWA8020 - Pure Water Line Item Account

204885 11/07/2018
 Inv LCF-783-824

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/09/2018	FD Supplies	101-5010-5011-8020-000	87.39

Inv LCF-783-824 Total 87.39

204885 Total: 87.39

PUWA8020 - Pure Water Total:

87.39

RCFC9363 - RC Foster Corp. Line Item Account

204886 11/07/2018
 Inv 01-18-086

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	GAC Wellhead Treatment System for Wilson Reservoir	500-9000-9363-9363-000	430,397.50

Inv 01-18-086 Total 430,397.50

Inv 1-18-083

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	GAC Wellhead Treatment System for Wilson Reservoir	500-9000-9363-9363-000	391,657.50
09/30/2018	Temp GAC Wellhead Treatment System Wilson Reservoir	500-9000-9363-9363-000	190,122.50

Inv 1-18-083 Total 581,780.00

204886 Total: 1,012,177.50

RCFC9363 - RC Foster Corp. Total:

1,012,177.50

RHAL9158 - RHA Landscape Architects-Planners Line Item Account

204887 11/07/2018
 Inv 0518053

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount	
05/25/2018		Prof. Svcs Arroyo Seco Pedestrian & Bicycle Trail Project	101-6010-6011-8170-000	2,027.50
Inv 0518053		Total		2,027.50
Inv 0618029				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/25/2018	Prof. Svcs Arroyo Seco Pedestrian & Bicycle Trail Project	101-6010-6011-8170-000		1,235.20
Inv 0618029		Total		1,235.20
Inv 0618030				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
06/25/2018	Arroyo Seco Pedestrian & Bike Path Professional Svcs	101-9000-9160-9160-000		1,380.00
Inv 0618030		Total		1,380.00
Inv 0918035				
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
09/25/2018	Professional Svcs - Bike Lockers, Shelters & Hitches	248-9000-9388-9388-000		1,450.00
Inv 0918035		Total		1,450.00
204887 Total:				6,092.70
RHAL9158 - RHA Landscape Architects-Planners Total:				6,092.70
ROB1111 - Robledo, Shannon Line Item Account				
204888	11/07/2018			
Inv	10/15-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
10/26/2018	Reimb. Training class on Oct. 15-17	101-4010-4011-8200-000		545.26
Inv 10/15-17		Total		545.26
204888 Total:				545.26
ROB1111 - Robledo, Shannon Total:				545.26
VIRB8267 - Robles, Vivian Line Item Account				
204889	11/07/2018			
Inv	Oct 2018			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>		
10/25/2018	Instruct Monday Night Line Dance Class 10/18	101-8030-8021-8267-000		648.00
Inv Oct 2018		Total		648.00
204889 Total:				648.00

Check Number	Check Date	Amount
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VIRB8267 - Robles, Vivian Total: 648.00

BENR8021 - Rushing, Ben Line Item Account

204890 11/07/2018 648.00

Inv 11/9/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/25/2018	Music Program for Veterans Program 11/9/18	101-8030-8021-8020-000 150.00

Inv 11/9/18 Total 150.00

204890 Total: 150.00

BENR8021 - Rushing, Ben Total: 150.00

SAN8562 - S.G.V. Newspaper Group Line Item Account

204891 11/07/2018 568.00

Inv 0011131719

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/06/2018	Public Notice - 2121, 2123 & 2127 Hanscom Dr	101-7010-7011-8040-000 568.00

Inv 0011131719 Total 568.00

Inv 0011131729

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
06/06/2018	Public Notice - 801 Rollin St	101-7010-7011-8040-000 538.00

Inv 0011131729 Total 538.00

204891 Total: 1,106.00

SAN8562 - S.G.V. Newspaper Group Total: 1,106.00

SOU3232 - S.P.Tournament of Roses Assn. Line Item Account

204892 11/07/2018 2,500.00

Inv 10/22/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
10/22/2018	Cruz'n for Roses Car Show 2018 Sponsorship	220-2010-2301-8255-000 2,500.00

Inv 10/22/18 Total 2,500.00

204892 Total: 2,500.00

SOU3232 - S.P.Tournament of Roses Assn. Total: 2,500.00

SAEV2990 - Sapphos Environmental Inc. Line Item Account

204893 11/07/2018 648.00

Inv 1699014-01

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/06/2018	Historical Garage Evaluation 2024 Maycrest Ave 7/9 - 8/3	101-0000-0000-2990-043	2,615.20

Inv 1699014-01 Total 2,615.20

Inv 1699014-02

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/31/2018	Historical Garage Evaluation 2024 Maycrest Ave - Aug. 4-31, 2018	101-0000-0000-2990-043	301.40

Inv 1699014-02 Total 301.40

204893 Total: 2,916.60

SAEV2990 - Sapphos Environmental Inc. Total: 2,916.60

SDSI0107 - Security Design Systems, Inc. Line Item Account

204894 11/07/2018

Inv 219025

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	PD Maint. on Cameras & Access Control	101-4010-4011-8110-000	65.18

Inv 219025 Total 65.18

Inv 219026

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	PD Maint. on Cameras & Access Control	101-4010-4011-8110-000	30.00

Inv 219026 Total 30.00

Inv 219027

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	PD Maint. on Cameras & Access Control	101-4010-4011-8110-000	113.00

Inv 219027 Total 113.00

Inv 219029

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	PD Maint. on Cameras & Access Control	101-4010-4011-8110-000	217.46

Inv 219029 Total 217.46

204894 Total: 425.64

SDSI0107 - Security Design Systems, Inc. Total: 425.64

SER6856 - Service Pro Pest Mgmt Company Line Item Account

204895 11/07/2018

Check Number Check Date Amount

Inv 16558

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Citywide Pest Control 9/18	101-6010-6601-8120-000	401.67

Inv 16558 Total 401.67

204895 Total: 401.67

SER6856 - Service Pro Pest Mgmt Company Total:

401.67

REP6115 - Siemens Industry Inc. Line Item Account

204896 11/07/2018

Inv 5610102394

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2018	Traffic Signal Maint. 8/18	215-6010-6115-8180-000	2,163.63

Inv 5610102394 Total 2,163.63

Inv 5620021451

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2018	Traffic Signal Response Call Outs 8/18	215-6010-6115-8180-000	2,453.44

Inv 5620021451 Total 2,453.44

204896 Total: 4,617.07

REP6115 - Siemens Industry Inc. Total:

4,617.07

SPRE7011 - South Pasadena Review Line Item Account

204897 11/07/2018

Inv 10/2/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/02/2018	Annual Subscription	101-4010-4011-8060-000	60.00

Inv 10/2/18 Total 60.00

Inv J64859

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Public Notice - 325 Oaklawn Ave	101-7010-7011-8040-000	172.50

Inv J64859 Total 172.50

Inv J64860

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Public Notice - 1005-1007 Fair Oaks Ave	101-7010-7011-8040-000	210.00

Inv J64860 Total 210.00

Check Number	Check Date		Amount
204897 Total:			442.50
SPRE7011 - South Pasadena Review Total:			442.50
SRIV2920 - Srivastava, Krishna Line Item Account			
204898	11/07/2018		
Inv	96120		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Refund deposit for rental of Eddie Park House 10/13/18	101-0000-0000-2920-000	250.00
Inv 96120 Total			250.00
204898 Total:			250.00
SRIV2920 - Srivastava, Krishna Total:			250.00
MON3111 - Stantec Consulting Svcs Inc. Line Item Account			
204899	11/07/2018		
Inv	1384944		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/20/2018	Grave Reservoir Project Drawing Svcs	500-9000-9289-9289-000	2,232.50
Inv 1384944 Total			2,232.50
204899 Total:			2,232.50
MON3111 - Stantec Consulting Svcs Inc. Total:			2,232.50
STA5219 - Staples Business Advantage Line Item Account			
204900	11/07/2018		
Inv	3390672264		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/21/2018	PW Office Supplies	500-6010-6711-8000-000	86.49
09/21/2018	PW Office Supplies	230-6010-6116-8000-000	86.49
Inv 3390672264 Total			172.98
Inv	3390862613		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2018	Transit Division Office & Maint. Supplies	207-8030-8025-8100-000	163.50
09/22/2018	Transit Division Office & Maint. Supplies	207-8030-8025-8000-000	245.92
Inv 3390862613 Total			409.42
Inv	3390862614		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/22/2018	Transit Division Office & Maint. Supplies	207-8030-8025-8000-000	13.90

Check Number	Check Date		Amount
Inv 3390862614	Total		13.90
Inv 3391201857			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/27/2018	PD Office Supplies	101-4010-4011-8000-000	400.16
Inv 3391201857	Total		400.16
Inv 3392085052			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	PD Office Supplies	101-4010-4011-8000-000	367.12
Inv 3392085052	Total		367.12
Inv 3392085053			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	PD Office Supplies	101-4010-4011-8000-000	13.46
Inv 3392085053	Total		13.46
Inv 3392085054			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/04/2018	PW Office Supplies	230-6010-6116-8000-000	2.67
10/04/2018	PW Office Supplies	500-6010-6710-8020-000	10.93
10/04/2018	PW Office Supplies	215-6010-6310-8020-000	10.93
10/04/2018	PW Office Supplies	210-6010-6501-8020-000	10.93
10/04/2018	PW Office Supplies	500-6010-6711-8000-000	26.20
10/04/2018	PW Office Supplies	500-6010-6710-8000-000	2.67
10/04/2018	PW Office Supplies	215-6010-6201-8000-000	2.67
10/04/2018	PW Office Supplies	230-6010-6116-8020-000	10.93
10/04/2018	PW Office Supplies	101-6010-6601-8020-000	10.93
10/04/2018	PW Office Supplies	500-6010-6711-8020-000	10.93
10/04/2018	PW Office Supplies	101-6010-6410-8000-000	2.67
10/04/2018	PW Office Supplies	215-6010-6310-8000-000	2.67
10/04/2018	PW Office Supplies	215-6010-6201-8020-000	10.93
10/04/2018	PW Office Supplies	101-6010-6410-8020-000	10.93
10/04/2018	PW Office Supplies	101-6010-6601-8000-000	2.67
10/04/2018	PW Office Supplies	210-6010-6501-8000-000	2.67
Inv 3392085054	Total		132.33
Inv 3392590939			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2018	FD Office Supplies	101-5010-5011-8000-000	65.85
Inv 3392590939	Total		65.85
Inv 3392590951			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/06/2018	PD Office Supplies	101-4010-4011-8000-000	35.80
Inv 3392590951	Total		35.80

Check Number	Check Date		Amount
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Inv 3392879842

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	FD Office Supplies	101-5010-5011-8110-000	189.46

Inv 3392879842 Total 189.46

Inv 3392942814

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/11/2018	PD Office Supplies	101-4010-4011-8000-000	478.49

Inv 3392942814 Total 478.49

Inv 3393325820

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/14/2018	PD Office Supplies	101-4010-4011-8000-000	53.84

Inv 3393325820 Total 53.84

204900 Total: 2,332.81

STA5219 - Staples Business Advantage Total: 2,332.81

SUSI2994 - Sunset Singers Line Item Account

204901 11/07/2018

Inv 1098

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/27/2018	Deposit for Seniors Christmas Program 12/13/18	101-0000-0000-2994-001	250.00

Inv 1098 Total 250.00

204901 Total: 250.00

SUSI2994 - Sunset Singers Total: 250.00

SUVA8022 - Sunset Vans Inc. Line Item Account

204902 11/07/2018

Inv 14674

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	Ramp repair for Vehicle# 75 on 8/10/18	207-8030-8025-8100-000	90.00

Inv 14674 Total 90.00

Inv 14675

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	60 Day inspection for vehicles# 75 on 9/21/18	207-8030-8025-8100-000	90.00

Inv 14675 Total 90.00

Check Number	Check Date		Amount
Inv 14676			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/24/2018	60 Day inspection for vehicles# 80 on 9/21/18	207-8030-8025-8100-000	90.00
Inv 14676 Total			90.00
204902 Total:			270.00
SUVA8022 - Sunset Vans Inc. Total:			270.00
SCRR4010 - Superior Court of CA, County of LA Line Item Account			
204903	11/07/2018		
Inv 740A			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/03/2018	Court Fees 9/18	101-0000-0000-4610-000	10,010.00
Inv 740A Total			10,010.00
204903 Total:			10,010.00
SCRR4010 - Superior Court of CA, County of LA Total:			10,010.00
TESE8100 - Terex Services Line Item Account			
204904	11/07/2018		
Inv 90914828			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2018	Urgent Repairs for Unit# 635 Boom Truck	215-6010-6201-8110-000	910.00
Inv 90914828 Total			910.00
204904 Total:			910.00
204905	11/07/2018		
Inv 90915579			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/17/2018	Street Tree Maint. & Vehicle Maint.	215-6010-6310-8100-000	680.00
Inv 90915579 Total			680.00
204905 Total:			680.00
TRXS6601 - Terex Services Total:			1,590.00
TSCS8030 - The Sauce Creative Services Line Item Account			
204906	11/07/2018		

Check Number Check Date Amount

Inv 2903

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/18/2018	Arroyo Seco Trail Flyer & Banner	101-2010-2011-8050-000	488.00

Inv 2903 Total 488.00

204906 Total: 488.00

TSCS8030 - The Sauce Creative Services Total: 488.00

TLC2155 - TLC Pet Med. Centers Line Item Account

204907 11/07/2018

Inv 360301

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/11/2018	K9 "Barry" Medical Svcs	101-4010-4011-8035-000	290.32

Inv 360301 Total 290.32

204907 Total: 290.32

TLC2155 - TLC Pet Med. Centers Total: 290.32

TREI9382 - Toro Enterprises Inc. Line Item Account

204908 11/07/2018

Inv RET 8803

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/21/2018	Monterey Road Street Improvement Project	500-9000-9300-9300-000	3,172.23
08/21/2018	Monterey Road Street Improvement Project	233-9000-9354-9354-000	34,781.90

Inv RET 8803 Total 37,954.13

204908 Total: 37,954.13

TREI9382 - Toro Enterprises Inc. Total: 37,954.13

UCL6115 - UCLA Center for Prehospital Care Line Item Account

204909 11/07/2018

Inv 1987

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	FD Education & Training 10/19	101-5010-5011-8170-000	1,985.92

Inv 1987 Total 1,985.92

204909 Total: 1,985.92

UCL6115 - UCLA Center for Prehospital Care Total: 1,985.92

Check Number	Check Date		Amount
UND6710 - Underground Service Alert Line Item Account			
204910	11/07/2018		
Inv	920180689		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/01/2018	Underground Svcs Alerts 9/18	500-6010-6710-8020-000	196.45
Inv 920180689 Total			196.45
204910 Total:			196.45
UND6710 - Underground Service Alert Total:			196.45
UNHV5200 - Universal Hvac Systems Line Item Account			
204911	11/07/2018		
Inv	10/16/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/16/2018	PD Portion of Permit not included in Work Being Performed	101-0000-0000-5200-003	73.60
Inv 10/16/18 Total			73.60
204911 Total:			73.60
UNHV5200 - Universal Hvac Systems Total:			73.60
USAE5505 - USA Express Legal Investigative Service Inc Line Item Account			
204912	11/07/2018		
Inv	147139		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/10/2018	Overpayment for records request PS#248284	101-0000-0000-5505-001	219.00
Inv 147139 Total			219.00
204912 Total:			219.00
USAE5505 - USA Express Legal Investigative Service Inc Total:			219.00
VIPI3032 - Vision Technology Solutions Line Item Account			
204913	11/07/2018		
Inv	37574		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/08/2018	Web Hosting Monthly Fee 10/18	101-2010-2032-8180-000	243.10
Inv 37574 Total			243.10
204913 Total:			243.10

VIPI3032 - Vision Technology Solutions Total: 243.10

WEBI4018 - Webiplex Line Item Account

204914 11/07/2018

Inv 2813

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/14/2018	PD Annual Software License 10/1/18-9/30/19	101-4010-4011-8180-000	5,054.95

Inv 2813 Total 5,054.95

204914 Total: 5,054.95

WEBI4018 - Webiplex Total: 5,054.95

WES4152 - West Coast Arborists, Inc. Line Item Account

204915 11/07/2018

Inv 140741

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2018	Palm Tree Trimming	215-6010-6310-8180-000	15,100.00
09/30/2018	Tree Removal & Planning	215-6010-6310-9181-000	8,998.00

Inv 140741 Total 24,098.00

Inv 141382

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/08/2018	Park Tree Trimming, Removals and Planting	101-6010-6410-8180-000	4,200.00
10/08/2018	Tree and Stump Removal	215-6010-6310-9181-000	1,462.00
10/08/2018	Washingtonia Palm Pruning	215-6010-6310-8180-000	13,920.00

Inv 141382 Total 19,582.00

Inv 141383

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/12/2018	Park Tree Trimming, Removals and Planting	101-6010-6410-8180-000	15,750.00
10/12/2018	Washingtonia Palm Pruning	215-6010-6310-8180-000	7,920.00

Inv 141383 Total 23,670.00

Inv 141384

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/15/2018	Washingtonia Palm Pruning	215-6010-6310-8180-000	4,080.00

Inv 141384 Total 4,080.00

204915 Total: 71,430.00

WES4152 - West Coast Arborists, Inc. Total: 71,430.00

Check Number	Check Date		Amount
PUFG8267 - Wong, Pauline Line Item Account			
204916	11/07/2018		
Inv	Oct 2018		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/25/2018	Instruct Thursday Line Dance Class 10/18	101-8030-8021-8267-000	140.00
Inv Oct 2018 Total			140.00
204916 Total:			140.00
PUFG8267 - Wong, Pauline Total:			140.00
YTI1023 - Y Tire Sales Line Item Account			
204917	11/07/2018		
Inv	0008430		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/18/2018	Unit# 24 Vehicle Maint. Tires	500-6010-6710-8100-000	367.14
Inv 0008430 Total			367.14
Inv	0008443		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/19/2018	Unit# 16 Vehicle Maint. Tires	500-6010-6710-8100-000	305.46
Inv 0008443 Total			305.46
204917 Total:			672.60
YTI1023 - Y Tire Sales Total:			672.60
Total:			1,531,799.97

ATTACHMENT 4
Payroll 10-19-18

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 10.19.18

Account Number	Account Name	11.07.18
101-0000-0000-1010-000	General Fund - Payroll cash	683,187.92
	Other Withholding Payables	\$ 374,070.84
101-0000-0000-1010-000	Net General Fund - Payroll Cash	309,117.08
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	8,314.88
207-0000-0000-1010-000	Prop C - Payroll Cash	6,712.35
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	14,129.68
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C:	7,017.22
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	19,054.49
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	64,721.42
700-0000-0000-2210-000	Internal Revenue Service	71,576.16
700-0000-0000-2220-000	Employment Development Dept.	27,350.87
700-0000-0000-2230-000	Internal Revenue Service	18,696.90
700-0000-0000-2240-000	PERS Pension	94,129.09
700-0000-0000-2260-000	Deferred Comp - Empower	12,957.25
700-0000-0000-2262-000	PERS Health - Actives	111,191.81
101-3011-3041-7131-000	PERS Health - Retirees	46,055.68
Total Checks & Direct Deposits		811,024.88
Checks		14,265.84
Direct Deposits		414,801.28
I.R.S Payments		90,273.06
E.D.D. - State of CA		27,350.87
PERS Pension		94,129.09
Deferred Comp - Empower		12,957.25
PERS Health		157,247.49
		811,024.88
To 700		788,872.12
Other PR Payable		374,070.84
ACH Payable		414,801.28

ATTACHMENT 5

Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants **11.07.18**


<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.

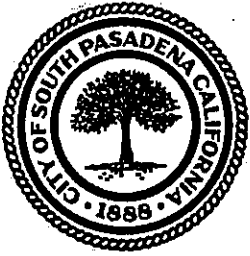
RSA Report Total \$ -

Richard D. Schneider M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary

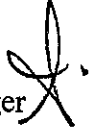



Craig Koehler, Agency Treasurer



City Council Agenda Report

ITEM NO. 9

DATE: November 7, 2018
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Craig Koehler, Finance Director 
SUBJECT: Approval of Amended and Restated Contact with Vavrinek, Trine, Day & Co., LLP for a not-to-exceed amount of \$75,000

Recommendation Action

It is recommended that the City Council approve an Amended and Restated professional consulting agreement with Vavrinek, Trine, Day & Co., LLP (VTD) for an amount not to exceed \$75,000.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

Due to staff vacancies, the Finance Department is in need of support in preparing for the audit and other year-end closing work. Staff had contracted with VTD on August 27, 2018 to complete non-audit work, such as assisting in specified accounting duties under a VTD's form of contract for services, in an amount not to exceed \$25,000. Staff recommends that the City Council approve the Amended and Restated Agreement for professional services agreement with VTD to build upon the success of completing the work necessary for year-end closing and the annual audit, increasing the original scope of work and the maximum fee from \$25,000 to \$75,000. The work done by VTD will be done on a non-audit services basis, as defined by Governmental Standards issued by the Comptroller General of the United States.

Background

The City was originally contracted with the VTD on August 27, 2018, under the City Manager's signing authority, for an amount not to exceed \$25,000. Approximately 25% is remaining on the original contract. Significant progress has been made to date in assisting the Finance Department with year-end work, including bank reconciliations. The Amended and Restated professional services agreement is proposed with a revised Scope of Work to assist Finance in completing the remaining work in conjunction with year-end closing in preparation of the annual audit, including reconciliations, assistance with journal entries, supporting schedules, related note disclosures, and other accounting assistance as needed, for a total not-to-exceed amount of \$75,000.

Approval of Contract Amendment with Vavrinek, Trine, Day & Co., LLP for an additional amount of \$50,000, for a total not-to-exceed amount of \$75,000

November 7, 2018

Page 2 of 2

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*.

Attachments:

1. Professional Services Agreement with Vavinek, Trine, Day & Co., LLP

**AMENDED AND RESTATED AGREEMENT WITH VAVRINEK, TRINE & CO. LLP.
FOR CONSULTANT SERVICES**

(City of South Pasadena / Vavrinek, Trine, Day & Co., LLP)

This Amended and Restated Agreement for Consultant Services (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Vavrinek, Trine, Day & Co., LLP (“Consultant”).

1. RECITALS

- 1.1. City entered into an Agreement for non-audit services with Consultant on August 27, 2018 for an amount not to exceed \$25,000; City has determined that it needs to expand the scope of the August 27, 2018 agreement to include additional non-audit year-end close services necessary to prepare the City for audit, and other reporting and accounting services as needed.
- 1.2. 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.
- 1.3. 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.
- 1.4. This Agreement shall be controlling on all terms and conditions and any provisions in the original August 27, 2018 letter agreement which may be in conflict with the terms and conditions of this Agreement.

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

2. DEFINITIONS

- 2.1. “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 2.2. “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

- 2.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A 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.
- 2.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Amended Agreement. The Maximum Amount under this Amended Agreement is Seventy-Five Thousand Dollars (\$75,000).
- 2.5. "Commencement Date": August 27, 2018
- 2.6. "Termination Date": June 30, 2019.

3. 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.

4. CONSULTANT'S DUTIES

- 4.1. **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.
- 4.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 4.3. **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.

- 4.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 4.5. **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.).
- 4.6. **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.
- 4.7. **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. Brad Rockabrand 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.
- 4.8. **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.
- 4.9. **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.
- 4.10. **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.
- 4.11. **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.

5. SUBCONTRACTING

- 5.1. **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.
- 5.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 5.3. **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.
- 5.4. **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.

6. COMPENSATION

- 6.1. **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.
- 6.2. **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.

- 6.3. **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.
- 6.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.5. **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.
- 6.6. **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.
- 6.7. **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.

7. PREVAILING WAGES

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

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City 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.

9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

- 9.2. **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.
- 9.3. **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.
- 9.4. **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.

10. 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 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **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.

11. INSURANCE

- 11.1. **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.
- 11.2. **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: Extension of Non-Audit Services with 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.

11.3. **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

11.4. **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.

11.5. **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.

- 11.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 11.7. **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.
- 11.8. **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.
- 11.9. **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.
- 11.10. **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.
- 11.11. **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 95945.

- 11.12. **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.
- 11.13. **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.
- 11.14. **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.
- 11.15. **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.

- 11.16. **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.

12. MUTUAL COOPERATION

- 12.1. **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.
- 12.2. **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.

13. 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

Vavrinek, Trine, Day & Co., LLP
10681 Foothill Blvd., Suite 300
Rancho Cucamonga, CA 91730
Telephone: (909) 466-4410
Facsimile: (909) 466-4431

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

14. 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.

15. TERMINATION

- 15.1. **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.

- 15.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 15.3. **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.
- 15.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

16. INTERPRETATION OF AGREEMENT

- 16.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 16.2. **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.
- 16.3. **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.
- 16.4. **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).
- 16.5. **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.

- 16.6. **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.

17. GENERAL PROVISIONS

- 17.1. **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.
- 17.2. **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.
- 17.3. **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.
- 17.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.5. **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.
- 17.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 17.7. **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.

- 17.8. **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.
- 17.9. **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.
- 17.10. **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.
- 17.11. **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.
- 17.12. **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"
Vavrinek, Trine, Day & Co., LLP

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 / Vavrinek, Trine, Day & Co., LLP)
Exhibit A – Scope of Services/Fees**

SCOPE OF SERVICES

Specific services to be provided follow:

- Assist the City in preparing journal entries and accounting adjustments related to yearend closing
- Assist the City in preparing supporting schedules that are required by their auditors
- Assist the City in preparing and updating various note disclosures and other related documents
- Assist the City in analyzing account balances that support their financial statements
- Provide other accounting duties that assist the City in concluding their yearend audit
- Prepare the State Controller Financial Transaction Report (due January 31, 2019)
- Other accounting assistance as needed

CLIENT RESPONSIBILITIES

The work will be non-audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. Our work will not constitute an audit or review of transactions and should not be relied upon as such. The City is responsible for the appropriate recording and reporting of financial transactions and management decisions. Accordingly, all work will be conducted at your direction, the direction of the Finance Director, to ensure that the work meets the City's objectives.

Governmental Auditing Standards require that the City be responsible for the substantive outcomes of VTD work and be in a position in fact and appearance to make an informed judgment on the results of the non-audit services and that the City will:

- Designate a knowledgeable management level individual to be responsible and accountable for overseeing the non-audit services.
- Establish and monitor the performance of the non-audit services to ensure that it meets managements objectives,
- Make any decisions that involve management functions related to the non-audit services and accepts full responsibility for such decisions,
- Evaluate the adequacy of the services performed and any findings that result

FEES

Fees will be charged in accordance with the hourly rates set forth below. VTD will abide by an amount not to exceed figure of \$50,000. Any services agreed to between the City and VTD that fall outside the original scope of services will be billed in accordance with the rates prescribed below. Invoices will be submitted monthly and due upon receipt.

VTD Staff	Hourly Rate
Partner	\$210
Senior Manager	\$170
Manager	\$160
Accounting Supervisor	\$130
Senior Accountant	\$100
Staff Accountant	\$85

STAFFING

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the City.



City Council Agenda Report

ITEM NO. 10

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Kahono Oei P.E., Interim Public Works Director
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Mission Street Improvement Project and Authorization to Release Retention Payment to American Asphalt South, Inc., in the Amount of \$11,487**

Recommendation Action

It is recommended that the City Council:

1. Accept the Mission Street Improvement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to American Asphalt South, Inc., (Contractor), in the amount of \$11,487.

Commission Review and Recommendation

This matter was not reviewed by commission.

Discussion/Analysis

The original contract amount for the project was \$231,075. The final construction cost amount of \$229,725 led to a total cost savings in the amount of \$1,350. The reduction in the final contract amount was primarily due to quantity adjustments in the field which allowed the project to stay within budget. This Project was inspected and managed by in-house staff.

Background

The original Project grant application included an enhanced Class III bicycle roadway system that included an experimental green lane on Mission Street from Grand Avenue to Fair Oaks Avenue. After a Bicycle Transportation Account (BTA) grant was awarded in August 2016, the Federal Highway Administration (FHWA) no longer allowed experimentation for Class III green lane treatments, which was an essential element of the original Project.

In order to fulfill the grant obligation, in August 2016, the City entered into a contract with KOA Corporation for engineering design services for the Project that included the alternative bicycle roadway system on Mission Street. This The Project will provide much needed bicycle

infrastructure identified in the City's 2011 Bicycle Master Plan.

In February 2018, the City Council awarded a construction contract to American Asphalt South, Inc., for the Project. The scope of work include enhanced Class III bicycle facility with a variety of elements including the following: one mile of sharrow markings, bicycle box treatments at the intersections of Grand Avenue at Mission Street and Fremont Avenue at Mission Street, bicycle loop detectors at the intersections of Grand Avenue at Mission Street, Orange Grove Avenue at Mission Street, Fremont Avenue at Mission Street, and Fair Oaks Avenue at Mission Street, restriping and a slurry seal treatment on Mission Street from Pasadena Avenue to Fair Oaks Avenue.

Legal Review

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

Fiscal Impact

This Project was funded from General Fund Account Number 104-9000-9203 in the amount of \$23,108 and BTA grant funds Account Number 248-9000-9387 in the amount of \$207,967 with ten percent (10%) equivalent staff time per Section 2 of the Resolution No. 7218 as required by the grant.

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."

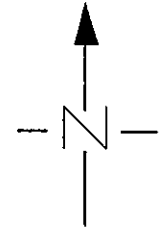
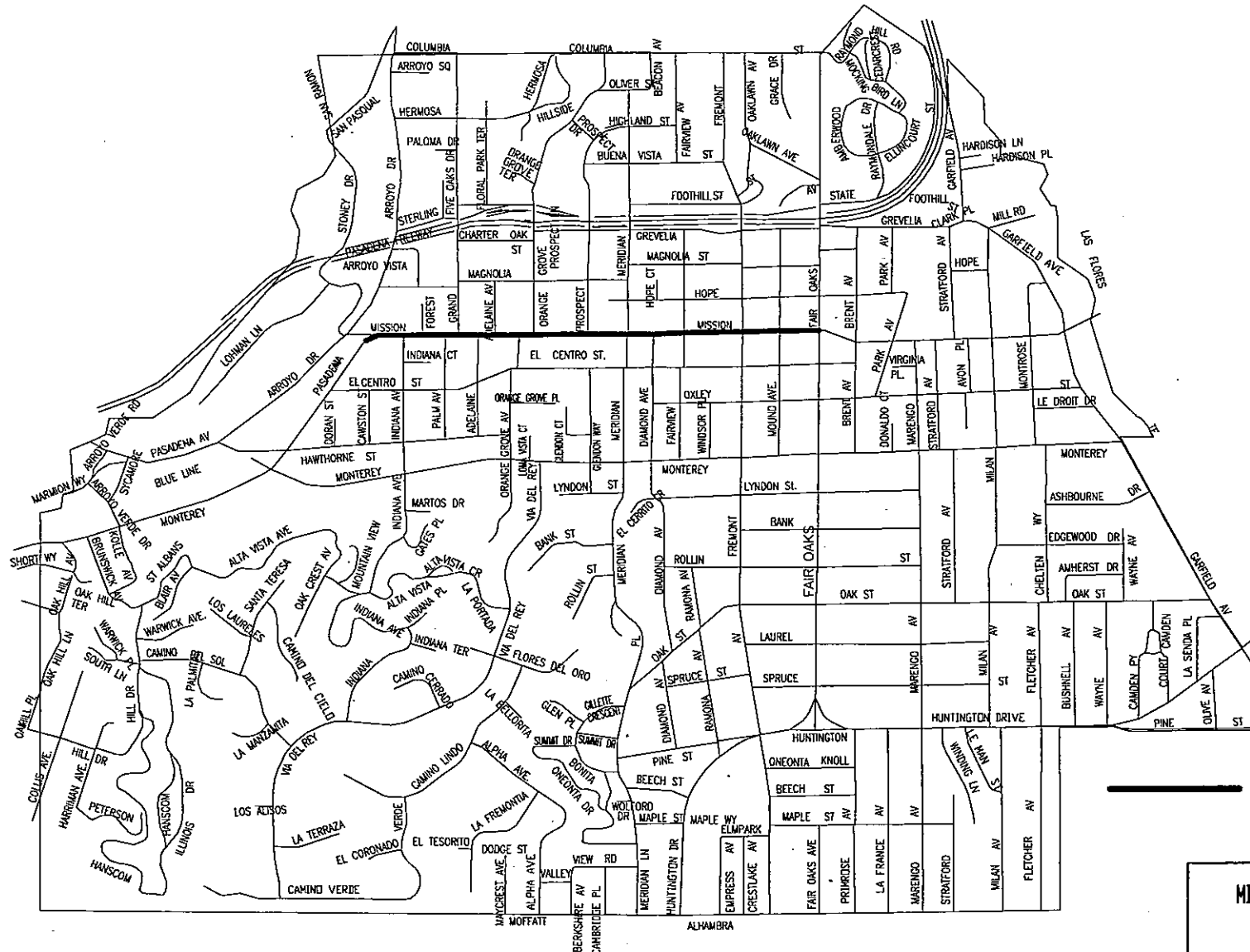
Public Notification of Agenda Item

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. Project Location Map
2. Notice of Completion

ATTACHMENT 1
Project Location Map



PROJECT LOCATION MAP

PROJECT LIMIT

MISSION STREET IMPROVEMENT PROJECT
 PROJECT NO. 2016-04

ATTACHMENT 2
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAIL TO:

City of South Pasadena - PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: _____ in fee.

- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES
_____	_____
_____	_____
_____	_____

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES
_____	_____
_____	_____
_____	_____

7. A work of improvement on the property hereinafter described was COMPLETED November 7, 2018

8. The work of improvement completed is described as follows:

Mission Street Improvement Project (Enhance of the existing bicycle roadway system)

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:
American Asphalt South, Inc.

10. The street address of said property is Mission Street from Pasadena Avenue to Fair Avenue

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: November 7, 2018

(Signature of Owner or agent of owner)
Alex Chou, City of South Pasadena

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

November 7, 2018 South Pasadena
Date and Place

(Signature of person signing on behalf of owner)
Alex Chou, City of South Pasadena

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City Council Agenda Report

ITEM NO. 11

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *[Signature]*

PREPARED BY: Kahono Oei P.E., Interim Public Works Director
Alex Chou, Associate Civil Engineer *AKC*

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the El Centro Street Improvement Project and Authorization to Release Retention Payment to E.C. Construction Company in the Amount of \$33,370**

Recommendation Action

It is recommended that the City Council:

1. Accept the El Centro Street Improvement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk;
3. Authorize release of retention payment to E.C. Construction Company (Contractor), in the amount of \$33,370; and
4. Authorize the appropriation of the remaining balance amount of \$107,000 to the phase three of the Monterey Road Street Improvement Project in the Account Number 104-9000-9203.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The original contract amount for the project was \$774,527. The final construction cost was \$667,381, a savings of \$107,146. The reduction in the final Project cost was primarily due to elimination of certain bid items and value engineering exercised during construction. During the grinding phase, better than expected pavement section and sub-grade conditions were encountered, therefore, street sections were revised resulting in cost savings. Also, the City's Water Division crews provided assistance during construction reducing costs of water system improvements. The cost saving for this Project will be transferred to the phase three of the Monterey Road Improvement Project. This Project was inspected and managed by RKA Consulting Group.

Background

In October, 2017, the City Council awarded a construction contract to E.C. Construction Company for the Project. The scope of work consists of cold milling of existing pavement, reconstruction of localized asphalt pavement failures, asphalt overlay with Asphalt Rubber Hot Mix (ARHM), removal and reconstruction of damaged Portland Concrete Cement (PCC) pavement, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, restoration of traffic loops, upgrade pedestrian push button, thermoplastic striping and pavement markings (including Class III bike route), replacement of existing signs, utility adjustments and installation of new water meters, services, valves, fire hydrants and its appurtenances

Legal Review

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

Fiscal Impact

This Project was funded from the Fiscal Year (FY) 2016-17 Budget in the Street Improvement Program Account Number 104-9000-9203. Additionally, a portion of water improvements were funded from Water Department Account No. 500-9000-9300.

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.”

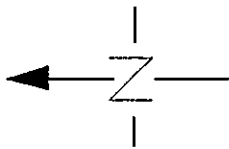
Public Notification of Agenda Item

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. Project Location Map
2. Notice of Completion

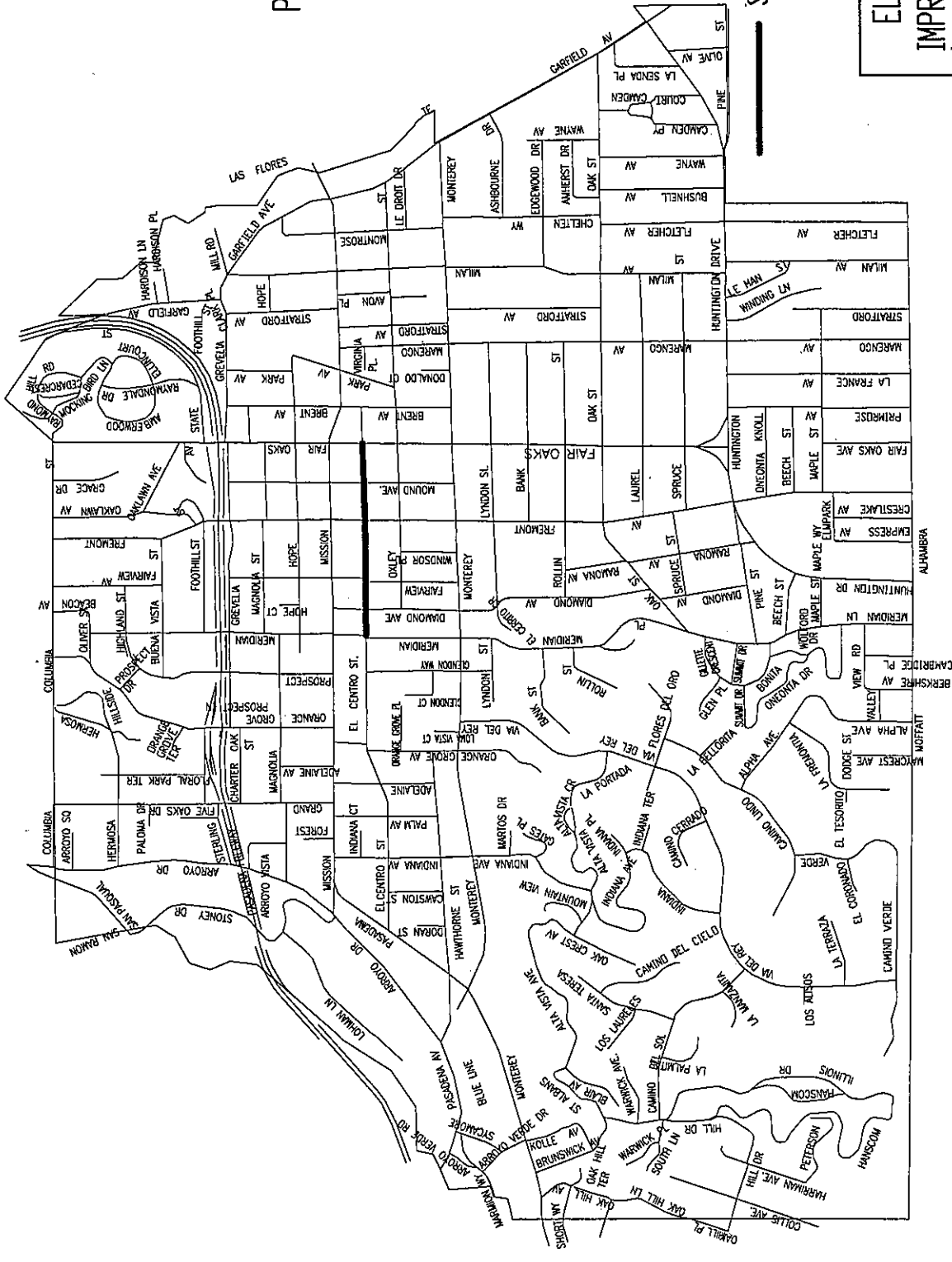
ATTACHMENT 1
Project Location Map



PROJECT LOCATION MAP

STREET IMPROVEMENT PROJECT

EL CENTRO STREET IMPROVEMENT PROJECT



ATTACHMENT 2
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAIL TO:

City of South Pasadena - PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: _____ in fee.

- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

_____	_____
_____	_____
_____	_____

- 7. A work of improvement on the property hereinafter described was COMPLETED November 7, 2018

- 8. The work of improvement completed is described as follows:

El Centro Street Improvement Project

- 9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:

E.C. Construction Company

- 10. The street address of said property is El Centro Street from Meridian Avenue to Fair Oaks Avenue

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: November 7, 2018

(Signature of Owner or agent of owner)
Alex Chou, City of South Pasadena

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

November 7, 2018 South Pasadena
Date and Place

(Signature of person signing on behalf of owner)
Alex Chou, City of South Pasadena

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City Council Agenda Report

ITEM NO. 12

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Kahono Oei P.E., Interim Public Works Director
Steven L. Wright, Project Manager *SW*

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Installation of a Safety Canopy Structure over the Arroyo Seco Bicycle and Pedestrian Trail along the Arroyo Seco Driving Range and Authorization to Release Retention Payment to Judge Netting, Inc., in the Amount of \$3,525**

Recommendation Action

It is recommended that the City Council:

1. Accept the Installation of a Safety Canopy Structure over the Arroyo Seco Bicycle and Pedestrian Trail along the Arroyo Seco Driving Range (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Judge Netting, Inc., (Contractor), in the amount of \$3,525.

Commission Review and Recommendation

This matter was not reviewed a commission.

Discussion/Analysis

The installation of the safety canopy structure has been completed for the original contract amount of \$70,500. A payment has been made to Judge Netting, Inc. in the amount of \$66,975, with \$3,525 held in retention. There are sufficient funds in the unrestricted project fund balance for the Project. The Project was inspected and managed by in-house staff.

Background

Based on observations of driving range golf balls landing on the Arroyo Seco Bicycle and Pedestrian Trail adjacent to the range, staff retained the services of a consultant to perform a Ball Trajectory Study to determine the points that are at risk for impact. To ensure the safety of pedestrians and bicyclists using the trail, a recommendation was made to construct safety netting over the portion of the trail which is subject to impact by the driving range golf balls.

On June 20, 2018, the City Council awarded a construction contract to Judge Netting, Inc. for the

Project. The safety canopy netting installation consisted of a twenty-foot “queen post” mast-arm attached to the existing wooden driving range poles, new guy-wires, and netting material from “queen post” to “queen post”.

Legal Review

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

Fiscal Impact

This project was funded from the unrestricted project fund balance.

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

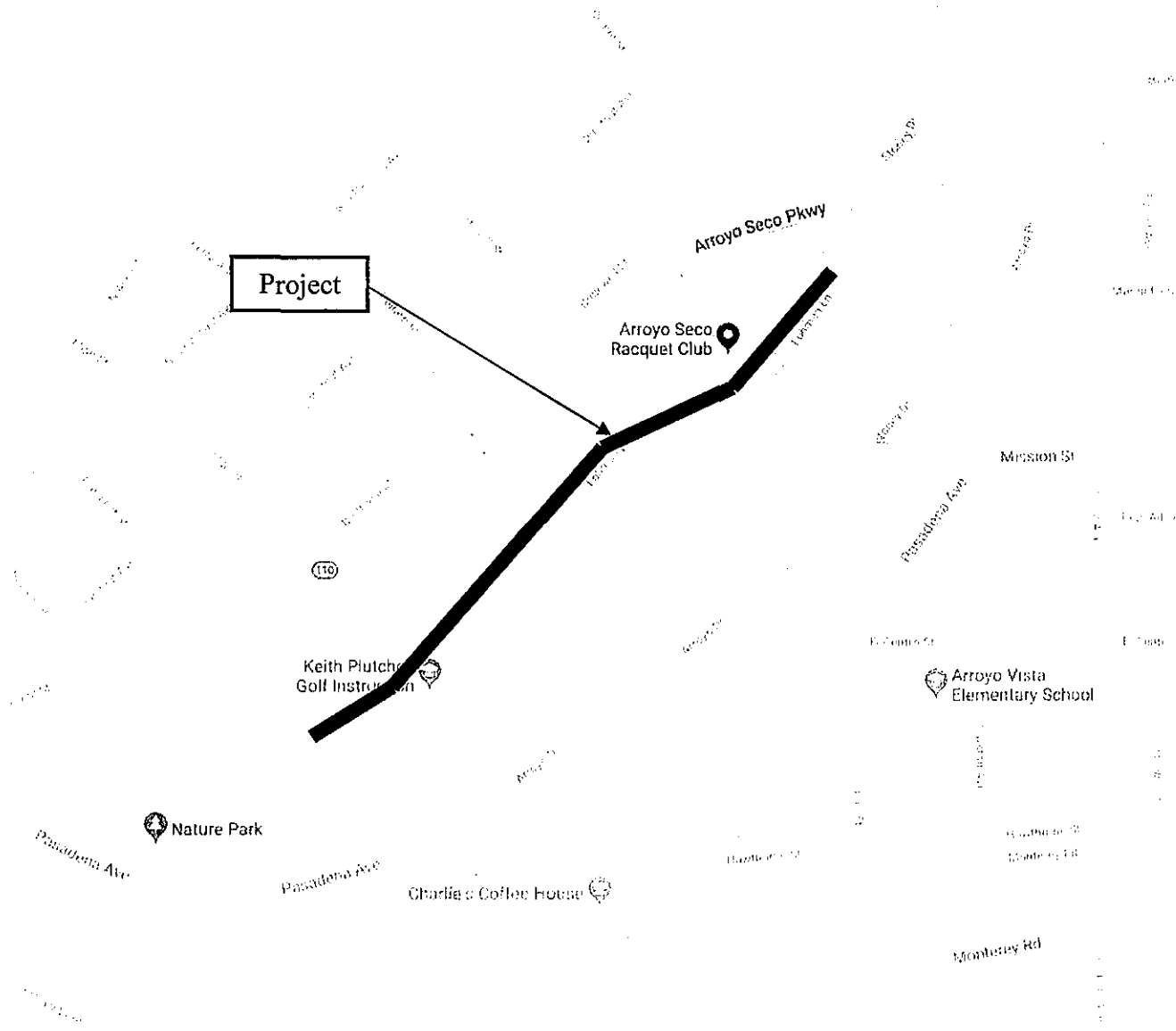
The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Project Location Map
2. Notice of Completion

ATTACHMENT 1
Location Map

Arroyo Seco Bicycle and Pedestrian Trail Project Location Map



ATTACHMENT 2
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAIL TO:

City of South Pasadena - PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: _____ in fee.

- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

- 6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES

ADDRESSES

- 7. A work of improvement on the property hereinafter described was COMPLETED November 7, 2018

- 8. The work of improvement completed is described as follows:

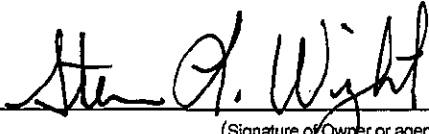
Installation of a Safety Canopy Structure over the Arroyo Seco Bicycle and Pedestrian Trail along the Arroyo Seco Driving Range

- 9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is:
Judge Netting, Inc.

- 10. The street address of said property is Arroyo Seco Trail adjacent to the Arroyo Seco Driving Range

11. The property on which said work of improvement was completed is in the City of South Pasadena, County of Los Angeles, State of California, and is described as follows:

Date: November 7, 2018



(Signature of Owner or agent of owner)
Steven L. Wright, City of South Pasadena

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

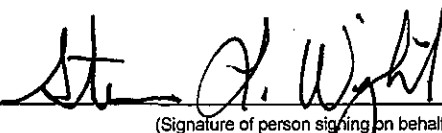
(Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

November 7, 2018

South Pasadena

Date and Place



(Signature of person signing on behalf of owner)
Steven L. Wright, City of South Pasadena

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City Council Agenda Report

ITEM NO. 13

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *J.*

PREPARED BY: Brian Solinsky, Acting Chief of Police
Jim Valencia, Acting Captain

SUBJECT: **Authorize the Purchase and Outfitting of Two Police Vehicles and the Transfer and Outfitting of an Administrative Vehicle to Patrol in the Amount of \$ 110,802.81 with Wondries Fleet Group**

Recommendation Action

It is recommended that the City Council:

1. Approve the purchase of a a 2019 Ford Interceptor Police Utility Vehicle and a 2019 Ford Fusion Hybrid Responder in the amount of \$66,742.42 through Wondries Fleet Group under the Cooperative Purchase Provisions of the National Joint Powers Alliance (NJPA) #120716 and authorize the City Manager to execute all realated documents; and
2. Award a contract to Commline Inc. in the amount of \$44,060.39 for the installation of emergency equipment in both Ford Police Utility Interceptors, a computer monitor in the 2017 Ford Police Interceptor, and a radio in the 2019 Ford Fusion

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The Police Department is seeking to award a contract in the amount of \$66,742.42 to Wondries Fleet Group for the purchase of a new 2019 Ford Police Utility Vehicle, and a new 2019 Ford Fusion Hybrid Responder vehicle under the Cooperative Purchase Provisions of the NJPA Contract #120716. NJPA satisfies the requirements of the City's purchasing ordinance. The Ford Interceptor SUV will be utilized as a K9 vehicle, and the Ford Fusion will be utilized by police administration to replace a 2017 Ford Interceptor SUV being transferred from administration to patrol.

As a general practice, the City purchases vehicles through Wondries Fleet Group under the cooperative purchase provision of the County of Los Angeles contract. All police package vehicles are vetted prior through the Los Angeles County Sherriff's Department (LASD) Fleet Division and a comprehensive yearly report prepared.

The Police Department is also seeking to award a contract in the amount of \$43,458.04 to Commline Inc., for the installation of emergency operating equipment in the two Ford Police

Utility Interceptors, the installation of a computer monitor in the 2017 Ford Police Interceptor SUV, and a Motorola radio in the 2019 Ford Fusion.

Alternatives considered

Ford Fusion Hybrid Responder

Staff considered several energy efficient replacement vehicles for the 2017 Ford Utility Interceptor currently being used by administration, and which will be transferred to patrol. The models that were considered included the Ford Fusion Energi Plug-in Hybrid, Chevrolet Volt, and the Toyota Prius, in addition to the Ford Fusion Hybrid Responder. Although Ford Fusion Energi Plug-in Hybrid, Chevrolet Volt, and the Toyota Prius offered greater fuel economy, they lacked the required trunk space to safely store required safety gear. The proposed 2019 Ford Fusion Hybrid Responder has greater trunk space and can facilitate this need. As well, the Fusion Hybrid has an estimated combined 38 mphr making it the most cost effective option.

The 2019 Ford Fusion Hybrid Responder is factory equipped with a "Ready for Road" code 3 package that includes emergency lighting, an upgraded braking system, transmission cooler, upgraded suspension and frame, as well as an upgraded alternator/electrical system. There is also greater truck space for radio equipment and the storage of required safety gear.

On February 13, 2018, staff from both the Fire and Police Departments participated in a driving demonstration of the 2019 Ford Fusion Hybrid Responder. After evaluating the vehicle during the test drive, staff determined that the Responder would be the most effective replacement vehicle.

Ford Interceptor Police Utility

Regarding the purchase of a front-line, first responder vehicle, consideration was also given according to City policy regarding the purchase of alternative fuel-powered vehicles. Staff is not recommending a purchase of "Alternate Fuel Vehicles" for first responders during this budget year. Pursuant to the guidance provided by the council regarding alternate fuel vehicles, staff researched all current options for this vehicle, which included a demonstration by Ford of their latest products offerings. Currently, Ford does not offer a "Police Package" Hybrid Interceptor, nor does Dodge offer a "Police Package" Charger in an alternate fuel configuration.

In 2018, Ford built a "Police Package" Hybrid Fusion vehicle, which former Police Captain Mike Neff test-drove, but did not recommend its purchase as a first responder vehicle for the following reasons:

- LASD Fleet Division has not vetted the Ford Fusion.
- A K9 cage is not available by the manufacture for the Ford Fusion.
- A prisoner seat is not available by the manufacture for the Ford Fusion.
- The trunk would not accommodate the required space needed for locking cabinets or space to hold officers safety equipment.
- Equipment (computer, light-bar, strobes, radio, license plate reader system, Lojack tracking system) would be a strain on battery system.

Additionally, while conducting research for the purchase of two electric parking control vehicles, former Captain Neff met with representatives from the city of Santa Monica's Fleet Division. The city of Santa Monica is considered a leader in clean air vehicles. Their fleet in all departments is comprised of alternate fuel vehicles, with the exception of first responder vehicles due to the same points mentioned above.

Staff is recommending the purchase of the Ford Interceptor Utility Vehicle for several reasons:

1. Police Rated Vehicle

Patrol officers will respond to scenes with lights and sirens and engage in high speed driving. Therefore, these vehicles need to be "police rated," meaning there are upgraded to safety and performance features that are added to the vehicle. More importantly, the vehicles need to have been tested extensively for police work.. The Ford Utility has been tested on an annual basis and was specifically designed and built for police work. Attached is the Los Angeles County Sheriff's 2017, Law Enforcement Vehicle Test report.

2. Space

The Utility affords larger space within the cabin which makes for more ergonomic and comfortable driving, and the trunk also provides more space to store required safety equipment.

3. Safety

The Utility, All-Wheel Drive (AWD) can handle a rear impact collision at 75 mph and the "SOS" Post-Crash Alert System is also standard equipment.

4. Maintenance

Because the fleet consists primary of Ford Interceptors (both utility and sedan), parts and tires are interchangeable in the event of an emergency. The Ford Utility has been in service for several years and local mechanics are well versed in maintaining them.

Background

The 2019 Ford Utility Interceptor will be purchased through the County of Los Angeles under the Cooperative Purchase Provision, and the 2019 Ford Fusion will be purchased through the Cooperative Purchase Provisions of the National Joint Powers Alliance (NJPA). The vehicles will be factory equipped with a police package that supports emergency operations and equipment with greater trunk space for radio equipment and other emergency supplies. The police package includes more durable brakes, drive train/all-wheel drive, radiator, alternator/electrical system, and a suspension and frame designed to withstand the demands of police work.

Fiscal Impact

The total cost to the City for the purchase of a new 2019 Ford Utility Interceptor and a new 2019 Ford Fusion Hybrid Responder, and the equipping, painting and graphics for these two vehicles and the currently owned 2017 Ford Utility Interceptor is \$110,802.81. Funds for these purchases

Purchase of Police Vehicle, and Emergency Equipment

November 7, 2018

Page 4 of 4

have been budgeted in the city of South Pasadena's (City) Fiscal Year (FY) 2018-19 Budget, under Police account 101-4011.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item


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



City Council Agenda Report

ITEM NO. 14

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Brian Solinsky, Acting Chief of Police
Jim Valencia, Acting Captain

SUBJECT: **Authorize Purchase of a Police K9 Vehicle for \$27,887 Utilizing COPS Grant Funds**

Recommendation Action

It is recommended that the City Council approve the purchase of a 2019 Dodge Charger vehicle in the amount of \$27,887 through Wondries Fleet Group under the Cooperative Purchase Provision of the County of Los Angeles Contract #PPOSH17369005-1 and authorize the City Manager to execute all related documents.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

As a general practice, the City purchases our vehicles through Wondries Fleet Group under the cooperative purchase provision of the County of Los Angeles contract. All police package vehicles are vetted prior through the Los Angeles County Sheriff's Department (LASD) Fleet Division and a comprehensive yearly report is prepared by LASD.

The Police Department is seeking to award a contract in the amount of \$27,887 to Wondries Fleet Group for the purchase of a new 2019 Dodge Charger vehicle. Wondries Fleet Group is a licensed California Auto Dealership authorized to execute this purchase under the Cooperative Purchase Provision of the County of Los Angeles Contract #PPOSH17369005-1.

The current K9 Vehicle, which this vehicle will replace, is a 2009 Dodge Charger (mileage: 116,421). This Dodge will remain in the fleet to be utilized by patrol, with the added benefit of being a backup K9 unit.

Alternatives Considered

Consideration was given according to City policy regarding the purchase of alternative fuel-powered vehicles for a first responder vehicle. At this time, police staff is not recommending a purchase of "Alternate Fuel Vehicles" for first responders during this budget year. Pursuant to the guidance provided by the council regarding alternate fuel vehicles, Police staff researched all

current options for this vehicle, which included a demonstration by Ford of their latest products offerings.

In 2018, Ford built a "Police Package" Hybrid Fusion vehicle, which former Police Captain Mike Neff test-drove, but did not recommend its purchase as a first responder vehicle for the following reasons:

- LASD Fleet Division has not vetted the Ford Fusion for first responder use
- A K9 cage is not available by the manufacture for the Ford Fusion.
- A prisoner seat is not available by the manufacture for the Ford Fusion.
- The trunk would not accommodate the required space needed for locking cabinets or space to hold officers safety equipment.
- Equipment that we install, (computer, light-bar, strobes, radio, license plate reader system, Lojack tracking system) are just a few electronic systems that we will install that would be a strain on battery system.

Additionally, while conducting research for the purchase of two electric parking control vehicles, former Captain Neff met with representatives from the city of Santa Monica's Fleet Division. The city of Santa Monica is considered a leader in clean air vehicles. Their fleet in all departments is comprised of alternate fuel vehicles, with the exception of first responder vehicles due to the same points mentioned above.

As such, Police staff is recommending the 2019 Dodge Charger for the below reasons:

1. Police Rated Vehicle
Police personnel respond to scenes with lights and sirens and engage in high speed driving. Therefore, these vehicles need to be "police rated," meaning they are upgraded to safety and performance features that are added to the vehicle. More importantly, the vehicles need to have been tested extensively for police work. The Dodge Charger has been tested on an annual basis and was specifically designed and built for police work.
2. Interchangeability
All existing emergency equipment and the K9 cage from the current K9 vehicle will be transferred to the new K9 unit. This interchangeability of equipment, and the resulting cost savings, was a principal reason this vehicle was recommended as a replacement K9 vehicle.
3. Maintenance
Because the fleet consists of several Dodge Charger sedans, parts and tires are interchangeable in the event of an emergency. The Dodge Charger has been in service for several years and local mechanics are well versed in maintaining them.

Background

Staff recommends replacing a current first responder patrol K9 unit through the County of Los Angeles Cooperative Purchase Provisions. The vehicle is factory equipped with a police package

Purchase of Police Vehicle

November 7, 2018

Page 3 of 3

that supports emergency operations. The police package includes more durable brakes, radiator, alternator, electrical system, suspension and frame designed to withstand the demands of police work.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Total cost for this purchase will be \$27,887 and will be funded utilizing State of California Citizens Option for Public Safety (COPS) grant funds. State of California COPS is a public safety program providing supplemental funding for law enforcement purposes to enhance public safety. Per California Government Code Sections 30061, et. seq., State COPS grants funds are awarded annually based on population with a minimum award of \$100,000 for each recipient City. State COPS funds may only be utilized to supplement existing services and shall not be used to supplant any existing funding. There is currently a sufficient balance in the fund to cover the total cost for the purchase of the K9 vehicle.

Public Notification of Agenda Item

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

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City Council Agenda Report

ITEM NO. 15

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Brian Solinsky, Police Chief
Shannon Robledo, Police Sergeant *SR*

SUBJECT: **Adopt a Resolution Affirming the San Gabriel Valley Council of Governments Guiding Principles on Homeless Programs**

Recommendation Action

It is recommended that the City Council adopt a resolution affirming the San Gabriel Valley Council of Governments (SGVCOG) guiding principles on homeless programs.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

By adopting the resolution affirming the SGVCOG guiding principles on homeless programs, it demonstrates our regional collaboration with established partners and enhances the ability of the City of South Pasadena to participate in existing programs and to remain eligible and competitive for Measure H funds, as well as other funding opportunities, which will augment our individual efforts to combat homelessness on a local and regional level.

The SGVCOG guiding principles document covers the agreed upon four overarching categories, as follows:

- Commitment to Help Solve the Crisis of Homelessness;
- Local Preference for Housing;
- Reciprocal Agreements and Cooperation in Providing Shelter, Services, and Housing, and
- Expectations in Collaborating with the County Los Angeles.

Each category highlights various principles for cities to follow in order to collaborate and partner to effectively to address homelessness.

Background

Whether the unhoused population within a city is large, small or nonexistent, all cities are impacted by homelessness. The San Gabriel Valley is within the Greater Los Angeles Continuum of Care which has the greatest number of unsheltered people in the nation.

The cities in the San Gabriel Valley share major transportation corridors, riverbeds, hiking and bike trails. People, including those without housing, use these common transit-ways to traverse the region. Residents move between cities to conduct business, shop and worship. Wages for a large segment of society have remained flat, housing stock has not kept pace with the need, and the cost of housing has skyrocketed, creating a homelessness crisis.

Cities play a vital role in addressing homelessness as they control local zoning and land use ordinances. Local first responders are often the first point of contact for those who are unhoused. Residents turn first to city leadership to address the ancillary challenges that accompany an increase in homelessness in the community.

To address this challenge, Los Angeles County adopted the Los Angeles County Homeless Initiative Strategies to Combat Homelessness. Recognizing the role of cities in addressing homelessness, the Los Angeles County Board of Supervisors allocated funding for individual cities to develop homelessness plans. During the Spring of 2018, an unprecedented 20 cities across the San Gabriel Valley created homeless plans. With cities all moving in the same direction addressing homelessness at the same time, a unique opportunity is presented to address the questions of how cities can collaborate and partner to address a challenge that is too complex for any one city to manage independently. As part of the planning process, cities identified sub-regional groupings and participated in discussions about implementing collaborative common and mutually supportive strategies.

Eight cities that have been proactive in providing leadership in the homeless services and housing arena engaged in conversations addressing the challenges and opportunities of providing homeless services. These discussions resulted in the policies outlined in the "San Gabriel Valley Positions on Homeless Housing, Shelter and Services Provision" (Attachment A). The cities participating in working group were Pasadena, El Monte, Pomona, Industry, South El Monte, Claremont, Baldwin Park and Temple City.

Fourteen staff participated in five meetings over five months to develop this document. The final draft was reviewed by the working group participants and final feedback provided prior to SGVCOG internal review. The Homelessness Committee and Executive Steering Committee provided revisions and approved the final document.

Fiscal Impact

There is no fiscal impact with the adoption of a resolution. Staff is working with the SGVCOG to apply for Measure H grant funding to implement the city's Homeless Plan.

Attachments:

1. Resolution, including Attachment A
2. SGVCOG Presentation.

ATTACHMENT 1
Resolution, including Attachment A

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AFFIRMING SGVCOG GUIDING PRINCIPLES ON
HOMELESS PROGRAMS**

WHEREAS, on September 21, 2017, the San Gabriel Valley Council of Governments (SGVCOG) Governing Board voted to accept a contract with the County of Los Angeles to coordinate regional homeless services in the San Gabriel Valley and thereafter adopted Resolution 17-29 to approve a Regional Homelessness Coordinator; and

WHEREAS, nineteen-member agencies have created homeless plans to address homelessness within their respective jurisdictions; and

WHEREAS, the cities in the San Gabriel Valley share major transportation corridors, riverbeds, hiking and bike trails. People, including those without housing, use these common transit-ways to traverse the region; and

WHEREAS, the challenge of homelessness is too complex for any one city to manage independently; and

WHEREAS, member cities have conferred to develop a platform for fair and equitable provision of homeless services and housing within the San Gabriel Valley.

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

SECTION 1. Attachment A to this Resolution entitled "San Gabriel Valley Positions on Homeless Housing, Shelter and Services Provision ", incorporated herein by reference, is hereby adopted by the City Council.

SECTION 2. Member agencies have the opportunity to adopt the "San Gabriel Valley Positions on Homeless Housing, Shelter and Services Provision".

SECTION 3. The member agencies shall respect the adoption of the "San Gabriel Valley Positions on Homeless Housing, Shelter and Services Provision" by other member agencies.

SECTION 4. 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 07th day of November, 2018.

Richard D. Schneider, 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 7th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

**San Gabriel Valley Positions
on
Homeless Housing, Shelter and Services Provision**

BACKGROUND

Cities play a vital role in addressing and resolving homelessness within Los Angeles County. Cities control local zoning, which can facilitate, or hinder, the development of bridge, special needs, and affordable housing. Additionally, cities may partner with and direct resources to local nonprofits and community-based organizations that bring needed services to people experiencing homelessness. The decisions that cities make regarding homelessness directly impacts that quality of life for those who are un-housed, neighborhoods, and neighboring cities.

The 2018 Los Angeles Point in Time Homeless Count documented 3,615¹ persons experiencing homelessness within the San Gabriel Valley. Of those less than 13% are sheltered. Thirty five percent of those without a place to live are female and 8% are children. Thirty seven percent of those experiencing homelessness have experienced domestic violence and 11% are homeless as a direct result of fleeing a domestic violence incident.

Other San Gabriel Valley residents are at risk of losing their housing. Across the San Gabriel Valley schools², 6.9% of children live in households experiencing homelessness. There is a direct correlation between poverty and risk of becoming homelessness. Over seventeen percent of households with children in San Gabriel Valley schools live at or below the poverty level and over 59% are eligible for free or reduced cost meals. Nearly 47% of households with children in San Gabriel Valley schools are housing cost burdened³. Teen behavior patterns today can predict potential homelessness. Over 6% of teens neither attend school nor are employed.

As housing costs continue to rise, senior citizens on fixed incomes who are paying rent or mobile home space fees are at risk of losing their housing. The high cost of medical services and medications and increasing general tax burdens also jeopardize housing for senior citizens. The 2018 Point in Time homeless Count identified a 22% increase in homelessness of those 62 years or older although the count went down in all other age groups.⁴ Cities struggle to provide adequate affordable housing for recent college graduates, residents on fixed incomes and those providing basic services in their communities. . Virtually all citizens are impacted by homelessness as residents living in cities without persons experiencing homelessness travel to and through, do business in and attend social activities in neighboring cities impacted by homelessness.

¹<https://www.lahsa.org/documents?id=2030-2018-greater-los-angeles-homeless-count-service-planning-area-3.pdf>. This count excludes the City of Pasadena, which is in the San Gabriel Valley Service Planning Area (SPA 3) but has its own Continuum of Care. The count for the entire SPA is 4,292. <https://www.lahsa.org/documents?id=2059-2018-greater-los-angeles-homeless-count-presentation.pdf>. Count data reflects those enumerated at a single point in time and fluctuates throughout the year. Demographic and Subpopulations data are obtained through self-reporting surveys and are statistically significant with 91% confidence level.

² <https://www.kidsdata.org>, Lucille Packard Foundation for Children's Health, 6/18/18.

³ Households with a high housing cost burden: This is the estimated percentage of households that spend 30% or more of household income on housing costs.

⁴ <https://www.lahsa.org/documents?id=2059-2018-greater-los-angeles-homeless-count-presentation.pdf>

The San Gabriel Valley is a subregion of the County of Los Angeles which, in 2016 formally adopted the Los Angeles County Homeless Initiative with Approved Strategies to Combat Homelessness. Recognizing the important role that cities have in supporting the Los Angeles County Homeless Initiative, the Board of Supervisors allocated one-time funding for individual cities to develop plans to address homelessness in their respective communities. The resulting plans that the cities developed are specific to their cultures and needs. As part of the planning process, cities identified subregional groupings and participated in discussions about implementing collaborative common and mutually supportive strategies. Core cities that until this time have hosted the bulk of services and housing for those experiencing homelessness also engaged in discussions specific to the fair and equitable provision of housing and services for people experiencing homelessness in the San Gabriel Valley. These discussions have resulted in the policies outlined in this document.

KEY PRINCIPLES

Recognizing the need to work together to address homelessness, participating cities agree to the following principles.

1. Commitment to Help Solve the Crisis of Homelessness

Each city and unincorporated area should be part of the solution to end homelessness and assist homeless persons who have a connection to their city or unincorporated area. Supportive activities include, but are not limited to, the following:

- 1.1. Providing housing or bridge housing for a minimum of 25% of their most recent point in time (PIT) count need
- 1.2. Supporting outreach and education to remove stigma from those residents who need to enter bridge housing
- 1.3. Ensuring that bridge housing is operated by high-quality not-for-profit organizations to ensure limited negative impact on surrounding neighborhoods.

2. Local Preference

Unhoused families and individuals are often transient. Sometimes, this transience is due to circumstances and personal choice. However, many times, it is due to an absence of the needed support services in the community of origin which would enable them to remain housed or to secure and retain housing. Most unhoused families and individuals have connections to the community or communities in which they reside. According to the 2018 Point in Time Homeless Count survey, 56% of respondents stated that they lived in Los Angeles County when they became homeless. In 2016, the city of Pomona conducted a full survey of those experiencing homelessness in the city. Fifty three percent of respondents confirmed that they were living permanently in Pomona when they became homeless. These data hold across geographic areas. In Seattle, 70% of those without a housing living in Seattle/Kings County lived there prior to being homeless. A true definition of community connection can also mean a city where friends and family live, where one worships, attends school or works.

Cities and unincorporated areas have a right and responsibility to use local preference based on community connections when the providing housing and shelter to unhoused people in their communities. Local preference benefits both the community, by incentivizing them to do their part

in providing homeless solutions, and the person experiencing homelessness, by allowing them to remain connected to their existing support systems, school and work.

Recognizing that no one city can bear the burden or entire responsibility of meeting the region's homelessness needs. Cities in the San Gabriel Valley agreed upon the following criteria to help them to determine city connection:

Identified by the City staff (e.g. Police Department, Fire Department, Code Enforcement) or City Homeless Service or Outreach Team as high users of City resources and services and meet one of the other following criteria;

- 2.1. Individual or family is known to the City to be sleeping in a place not meant for human habitation, in the City, for more than 12 months and has a service history or open case for over one-year consisting of ongoing interaction with one of the service agents listed; or,
- 2.2. Individual or family has an immediate family member (mother, father, child, sibling, or grandparent) living in the City, who is willing to help in the remediation of their homelessness. Current residency of an immediate family member must be documented (e.g. owner of record, lease, and/or paid utilities necessary for legal use of the property for residential use), or;
- 2.3. Individual or family became homeless while living permanently in City. Proof of residency on property zoned for residential use in City (e.g. owner of record, lease, and/or paid utilities necessary for legal use of the property for residential use) must be provided; or,
- 2.4. Individual or family includes an individual that is currently attending a City school full-time or is legally and gainfully employed at least 20 hours per week and works within the City limits. Proof of school enrollment or employment must be provided (e.g. report cards, pay stubs, or school or employee identification), or;
- 2.5. Other criteria / documentation as identified by the local jurisdiction.

3. Reciprocal Agreements and Cooperation in Providing Shelter, Services and Housing

Within the San Gabriel Valley, cities and unincorporated areas do not have the capacity to provide all services, supports, shelter and housing for every demographic and subpopulation of the unhoused residents in their communities. In order to balance capacity and availability of services, cities may enter into reciprocal agreements to maximize assistance provided to homeless individuals and families.

By entering into fair and equitable agreements in writing, neighboring cities can work together to develop a range of services and housing meeting the varying needs of their unhoused residents. To this end, cities in the San Gabriel Valley agree to the following protocol:

- 3.1. Law enforcement, County and City Hospitals and clinics, service, shelter and housing providers, mental health jurisdictions, County departments and Governments will be provided with copies of the Jurisdictional Agreements and any modifications thereto.
- 3.2. Cities with Jurisdictional Agreements will actively promote the honoring of the agreements with their internal agencies and departments and local and regional providers.

- 3.3. There should be a clear and functional process for referral and acceptance, and a warm connection, meaning that the homeless family or individual is introduced to a receiver ready to assist them.
- 3.4. To facilitate referrals, cities and the service agencies therein, agree to provide referral contact information including position of authorized acceptor, phone number, e-mail, and days and hours of availability. As a courtesy, the authorized acceptor will respond promptly within the days and hours published.

4. Expectations in Collaborating with the County

By doing their part, cities in the SGV are contributing to the reduction of homelessness in the County of Los Angeles. This contribution should be recognized and valued by the County Departments, LAHSA and other agencies and government institutions. In order to enhance the partnership between cities and the County, the cities encourage the following best practices:

- 4.1. When contemplating service and resource allocation by SPA, the process should allow all partners (i.e. County, cities, supervisorial representatives, LAHSA, the United Way, and the SGVCOG) inform the process and share decision-making. This may include, but is not limited to, RFPs with regional parameters. Cities' unique populations, hotspots and subregional needs should be considered during this process.
- 4.2. Subregional designations should respect school districts' boundaries and have reasonable mileage parameters. Subregions should be determined by self-identified city groups.
- 4.3. Subregional and SPA level agreements between cities and the COGs regarding homelessness should be recognized in policy at the County level.
- 4.4. Subregion city groups should work with the County to serve subregional needs.
- 4.5. As additional cities participate in homeless programs, their efforts should be supported with funding and resources. New efforts, as well as hotspots, should be considered when allocating funding.
- 4.6. LAHSA should provide city and subregional level data on homeless populations, subpopulations, demographics, and funding levels in ratios to homeless populations and total residents. Additionally, this data should be used to evaluate proposed siting and funding and make objective comparisons between communities. Data should be released publicly on an annual basis and be maintained and easily accessible by cities and the COGs electronically.
- 4.7. The County should release a ranking of beds-to-population ratio annually by SPA, identified subregions and cities with more than 200 persons experiencing homelessness.
- 4.8. The County should engage early and often with cities and COGs when planning service provision and bed-siting options.
- 4.9. "Inventory County-owned real estate to determine what can be used for temporary housing and/or services for the homeless. Additionally, screen homeless individuals to determine which strategies, including mental health treatment and/or addiction treatment, permanent supportive housing and rapid re-housing, may best suit the needs of those individuals."

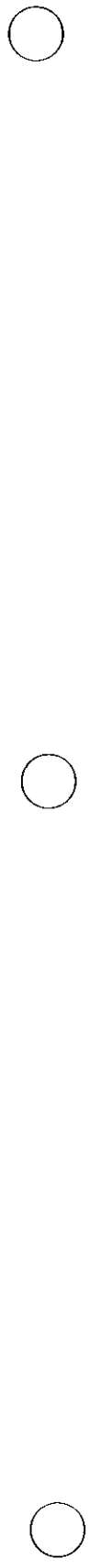
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ATTACHMENT 2
SGVCOG Presentation



San Gabriel Valley Council Of Governments

Guiding Principles on Homeless Programs



Guiding Principles on Homeless Programs

Background:

- 47 of 88 cities across the County awarded funds to create plans (41 plans)
- 19 Cities of 31 in the San Gabriel Valley developed plans
- Cities engaged in six self-identified cohorts

Guiding Principles on Homeless Programs

Position Statement Development:

- Working Group comprised of 8 Cities (14 staff members) that have been proactive in homeless services (Pasadena, El Monte, Pomona, Industry, South El Monte, Claremont, Baldwin Park and Temple City)
- Working group met 5 times
- Draft reviewed by Homelessness Committee and the Executive Committee and requested changes have been incorporated

Guiding Principles on Homeless Programs

Content:

- Principles for cities to collaborate and partner effectively to address homelessness
- Key Concepts:
 - Commitment to Help Solve the Crisis of Homelessness
 - Local Preference
 - Reciprocal Agreements and Cooperation in Providing Shelter, Services and Housing
 - Expectations in Collaborating with the County

Guiding Principles on Homeless Programs

Commitment to Help Solve the Crisis of Homelessness:

Sample supportive activities:

- Providing housing or bridge housing for a minimum of 25% of their most recent point in time (PIT) count need
- Supporting outreach and education to remove stigma from those residents who need to enter bridge housing
- Ensuring that bridge housing is operated by high-quality not-for-profit organizations to ensure limited negative impact on surrounding neighborhoods.



Guiding Principles on Homeless Programs

Local Preference:

Criteria:

- Persons/families identified by the City staff or City Homeless Service or Outreach Team as high users of City resources and services *and* meet one of the other following criteria;
- Individual or family is known to be sleeping in a place not meant for human habitation, in the City, for more than 12 months and has a service history or open case for over one-year; or,
- Individual or family is has an immediate family living in the City, who is willing to help in the remediation of their homelessness.
or;

Guiding Principles on Homeless Programs

Local Preference, cont.:

- Individual or family became homeless while living permanently in City.
- Individual or family includes an individual that is currently attending a City school full-time or is legally and gainfully employed at least 20 hours per week and works within the City limits.
- Other criteria / documentation as identified by the local jurisdiction.



Guiding Principles on Homeless Programs

Reciprocal Agreements and Cooperation in Providing Shelter, Services and Housing:

Key Principles:

- Jurisdictional Agreements will be provided to relevant parties and parties will support honoring of agreements
- There should be a clear and functional process for referral and acceptance, and a warm connection.
- Agencies agree to provide referral contact information and days and hours of availability

Guiding Principles on Homeless Programs

Expectations in Collaborating with the County:


Key Principles:

- When contemplating service and resource allocation by SPA, the process should allow all partners inform the process and share decision-making
- Subregional designations should respect school districts' boundaries and have reasonable mileage parameters
- Subregional and SPA level agreements between cities and the COGs regarding homelessness should be recognized in policy at the County level

Guiding Principles on Homeless Programs



Expectations in Collaborating with the County, cont.:

- Subregional city groups should work with the County to serve subregional needs.
 - As additional cities participate in homeless programs, their efforts should be supported with funding and resources.
- 

Guiding Principles on Homeless Programs

Expectations in Collaborating with the County:

Key Principles (Continued):

- LAHSA should provide city-level data on homeless populations and funding. This data should be used to evaluate proposed siting and funding and make objective comparisons between communities.
- The County should release a ranking of beds-to-population ratio annually by SPA, identified subregions and cities with more than 200 persons experiencing homelessness.

Guiding Principles on Homeless Programs

Expectations in Collaborating with the County:

Key Principles (Continued):

- The County should engage early and often with cities and COGs when planning service provision and bed-siting options.
- The County should inventory County-owned real estate to determine what can be used for temporary housing and/or services for the homeless. Additionally, screen homeless individuals to determine which strategies, including mental health treatment and/or addiction treatment, permanent supportive housing and rapid re-housing, may best suit the needs of those individuals

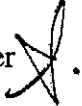
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City Council Agenda Report

ITEM NO. 16

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: David Bergman, Interim Planning and Building Department Director

SUBJECT: **Release of an Expired Covenant for a Development, Operation and Reciprocal Easement Agreement for 1511 Mission Street and 901 Fair Oaks Avenue**

Recommendation Action

It is recommended that the City Council authorize the release of an expired covenant for a Development, Operations and Reciprocal Easement Agreement applied to the two properties located at 1511 Mission Street and 901 Fair Oaks Avenue.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

An interested buyer for the properties at 901 Fair Oaks Avenue and 1511 Mission has requested that the City of South Pasadena (City) release an expired covenant on various parcels. The parcels were previously covered by a Development, Operation and Reciprocal Easement Agreement between the City, the former South Pasadena Redevelopment Agency, and property owners (Attachment 2). On September 27, 1984, the easement agreement was recorded with 25 year term. The easement agreement has not been extended. The current owner of these properties is proposing a sale, which will require a clear title and removal of any encumbrances. Both the buyer and seller are requesting that the City release this expired covenant in order to have a clear title to the properties.

Next Steps

1. If the Council authorizes the release, the City would then file a release of a recorded instrument with the County Registrar Recorder's Office.

Background

In 1984, a Development, Operation & Reciprocal Easement Agreement was formed to create the Mission Oaks Parking District that was intended to collectively manage the surface parking assets on the interior of the block. In 2009, at the expiration of the agreement the district was dissolved ending any assessments or district responsibility for operations and maintenance. Despite the dissolution of the district, the easements were not removed from the effected properties. This would only be a release for the two parcels specified above. There are other

parcels that are still covered by the lapsed easement. Because of the fee reburied to record the release of the easement, staff is recommending that council only take this action when it is requested by a property owner

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is a fiscal impact, this includes a \$150 fee for the recording documents paid to the Register Recorder's office. Release of the covenant would lead to the sale of the property and provide a new assessed valuation that would result in an increase in property tax revenues. In addition, future development of the property could result in increased sales and business license tax revenues.

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. Release of Recorded Instrument, with Exhibit A – Legal Description of Properties
2. Development, Operation and Reciprocal Easement Agreement (1984)

ATTACHMENT 1
Release of Recorded Instrument, with Exhibit A –
Legal Description of Properties

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

CITY OF SOUTH PASADENA
Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030

RELEASE OF RECORDED INSTRUMENT

That the certain DEVELOPMENT, OPERATION AND RECIPROCAL EASEMENT AGREEMENT Dated April 16, 1984

Claimed by THE CITY OF SOUTH PASADENA

Against OWNERS AND TENANTS AND ALL SUCCESSORS IN INTEREST

Recorded on September 27, 1984, as Instrument No. 84-1161336

Of Official Records of LOS ANGELES County, California,

Upon the following real property, set forth in Exhibit A, attached and incorporated by reference,

Is hereby released, due to the termination by of the Agreement pursuant to its terms, on April 16, 2009.

Dated: _____

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } ss.

City of South Pasadena

By: Stephanie DeWolfe, City Manager

On _____ before me, _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (Seal)

(This area for official notarial seal)

EXHIBIT A

To Release of Recorded Development, Operation and Reciprocal Easement Agreement

PARCEL 1:

The easterly 60 feet of lots 4, 5 and 6, in block "G" of the Raymond Villa Tract No. 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1, Page 91 of Maps, in the office of the County Recorder of said County.

Excepting therefrom the North 5 feet of the above described portion of said Lot 6, conveyed to the City of South Pasadena.

PARCEL 2:

Lots 7 and 8, in Block "G" of Raymond Villa Tract No. 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1, Page 91 of Maps, in the office of the County Recorder of said County.

Except that portion within the lines of Mission Street, as conveyed to said City.

PARCEL 3:

Lot 9, in Block "G" of Raymond Villa of Tract 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 91 of Maps, in the office of the County Recorder of said County.

Except therefrom the Southerly 12.50 feet measured on the Easterly line thereof.

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ATTACHMENT 2
Development, Operation and Reciprocal Easement
Agreement (1984)

84 1161336

12 Pages
Return to:
Community Redevelopment Agency
Attn: Charles R. Martin
1414 Mission Street
South Pasadena, CA 91030

DEVELOPMENT, OPERATION
AND
RECIPROCAL EASEMENT
AGREEMENT

FREE D

This agreement is made and entered into on the dates executed below by and between:

- 1) The Redevelopment Agency of the City of South Pasadena, a public Agency, hereinafter referred to as the "CRA";
- 2) The City of South Pasadena, a public agency, hereinafter referred to as "City"; and
- 3) The undersigned owners (or tenants) of certain parcels of property with the City, hereinafter referred to individually and collectively as "Owners".

A. Exhibits: the parties hereby incorporate herein as though at this point set forth in full the following exhibits:

"A": Project map showing two block area bounded by Mission, Mound, Oxley and Fair Oaks - hereinafter referred to as "project area". The project area includes within it a blocked off area enclosed by dashes, hereinafter referred to as the "Parking area". See Exhibit "A", attached hereto & made a part hereof.

"B": A spread sheet showing certain calculations, hereinafter referred to as the "spread sheet" - accompanied by a separate page of explanatory notes. See Exh. "B", attached hereto & made a part hereof.

"C": Estimated costs, hereinafter referred to as "public contributions". See Exh. "C", attached hereto & made a part hereof.

"D": The specific real property owned or leased by each respective "owner" signing a counterpart of this Agreement, which property is burdened by the provisions hereof as covenants running with the land when this Agreement is recorded. See Exh. "D", attached hereto & made part hereof.

"E": Public liability and Property Damage Insurance. See Exh. "E", as attached hereto and made a part hereof.

B. Recitals: The parties hereto desire to improve the project area in manner and means set forth herein:

1) the "Agency" is a public body corporate and politic exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California; and

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 9 AM. SEP 27 1984
PAST.

ii) the "City" is a public body corporate and politic exercising governmental functions and powers under the general laws of the State of California; and

iii) The "owners" are the owners (or tenants) of Parcels E through S and X as shown on the spread sheet and identified on the project map - all located within the project area; and

iv) This Agreement is made pursuant to the provisions of the Redevelopment Plan which was originally approved and adopted on August 20, 1975 by the City Council of the City by Ordinance No. 1692 and was amended on November 3, 1976 by Ordinance No. 1719; and

v) The parties desire to make certain covenants and agreements for the development, use, maintenance and operation of the project area, and to grant certain easements into, over and across the parking area.

Now, Therefore, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Parking District. Parties agree to cooperate together and form a Parking District pursuant to public law (either the 1911 Act, the 1913 Act, the Parking Act of 1979, or the 1943 Vehicle Parking Act), having as its boundaries, the project area. In addition, the parties will form an on-going maintenance assessment district for the continuing maintenance of the public facilities therein. All parties agree not to block or protest said district or its goals in any manner, and to execute such documents as may be necessary to implement such Parking District.

a) Said Parking District will thereafter construct within one year, excluding legal challenges, and thereafter maintain the Parking Area located therein, by demolition, grading, surfacing and striping.

b) Each of the parties (in consideration of the mutual and reciprocal rights and advantages) does hereby lease (or sublease) to the Parking District (or CRA) any and all lands owned (or under lease) to the extent located within the proposed parking lot (including vacated streets), together with the authority to the Parking District or CRA to operate said leased lands, and parking lot as one integral parking area without regard to property lines, ownership or use - to the end that the parking lot will produce approximately 208-216 parking spaces. Such leases (or subleases) shall run for the life of this Agreement. The CRA or City may acquire by purchase or condemnation any land not so leased.

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c) The CRA will be responsible for all of the costs of acquisition and construction, estimated at \$120,000 CRA Funds, plus \$82,000 of jobs bill funds, plus contribution of credits for the undergrounding of utilities.

d) No property outside the boundaries of the Project Area shall be included in the Parking District.

2. Maintenance District. The Parking District (or CRA or City) shall have authority under public law to assess each of the parties for maintenance and repairs. Each of the parties agrees to pay such assessment within 30 days or agrees the same may be placed as a lien on its property and collection enforced according to law. Assessments must be levied pro rata according to the proportions shown in the final column of the spread sheet. As maintenance, there shall be included as costs, appropriate insurance, as set forth on Exhibit E.
3. Operation of Parking Lot. The day to day operation of the parking lot (including employee parking) shall be administered initially by a legally constituted committee of five (known as the "Operations Committee") elected from time to time by a vote of the parties to this Agreement - each party having one vote; if this fails, then administration shall be by the City's Board of Parking Place Commissioners. The parking will be operated as a common parking area available for the customers, invitees and employees of the parties in which each of the parties gives up its individual rights to specific spaces so that there may be one large parking area without obstruction by any property or fixtures of the parties - without fences or impediments, reciprocally available to all.
 - a) The parking lot shall be so managed that it serves the Project area only - all parties agree that the concept is to exclude parking from other areas;
 - b) The CRA agrees in approving development outside the Project area to approve only those developments not utilizing this parking lot as requisite parking; except that development within other phases of the 4 block area shall be required to execute Reciprocal Easement Agreements, tying joint parking areas together.
 - c) As to the property located at 1500 El Centro Street, all parties agree that the appropriate development is: 1) the rear 1/2 is to be a part of this parking lot; 2) the front half may be developed but must conform to Code parking; until the front 1/2 is so developed, all existing structures will be razed and temporary parking placed thereon.
4. Owners Improvements. Each owner will within 12 months:
 - a) expend up to the amount shown in the final column of the spread sheet,
 - to modify and open up pedestrian access to the back end of the building to the parking lot, and to aesthetically improve the rear access,

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- 4
- according to a plan on file with the CRA or such other plan first approved by the operations committee.
 - Facilities with no access, such as the Rialto or facilities with conforming existing access shall be excused; and
 - b) connect at its expense to the new undergrounding in an aesthetic manner, and
 - c) install at its own expense rubbish areas and loading docks, as needed but not interfering with the parking lot. Such shall be done according to said Plan on file or such other Plan first approved by the Operations Committee.
 - d) Pay and continue to pay all property taxes.
5. Additional Signs. Each owner will install new advertising signs at the improved rear entrances - and if necessary zoning exceptions therefor shall be considered by the City.
- 6A. Parking Credits. A survey shall be taken and each of the owners shall be recorded as to the number of parking spaces each owns in the "before" condition. After the parking lot modifications are completed, then any owner (not in default of this Agreement) who is deficient in Code-parking may purchase from the City on a first come, first served basis "credit" for any of the new or additional spaces created by the new parking lot as compared to the total in the "before" condition i.e. the "surplus spaces". The surplus space will be "sold" for cash as a credit on code compliance. The price will be the final cost per stall of each of the total number of spaces as constructed. Thereafter each purchaser shall be recorded as receiving credit for such number of parking spaces vis-a-vis Code parking. It is the credit that is purchased, not the space, the credit will not be transferable, but the credit will be an incidence of fee ownership in the event of termination of the District through operation of law.
- 6B. Existing Easements. Existing easements, access and rights shall be subordinated to this Agreement during its term; thereafter such existing rights may again be used.
- 6C. Non-conforming Parking. The existing preexisting "grandfathered" code requirements regarding deficient parking shall not be changed with regard to the parties during the term of this Agreement.
- 6D. Stack Parking. The stack (or tandem) parking depicted in the Plan is dependent on access; if not forthcoming, such tandem parking will be re-designed with a reduction of 8 plus or minus spaces.

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7. Certificate of Compliance: Each owner who signs and complies with the executory provisions hereof shall receive a "certificate of compliance" and thereafter such land shall be exempt from eminent domain by the CRA.

8. Control and Modification: All matters relating to the election, terms and authority of the "Operations Committee" and all amendments of this Agreement (so far as the owners are concerned) shall be controlled by 2/3rds of the owners by unit vote based upon percentage of land contribution to the parking area (except that every party hereto shall have at least one unit vote).

9. Special Provisions: No fees shall be charged for parking. The spaces contiguous to Bank of America shall be short term parking. The City shall enforce all parking regulations. Bank of America and Parcel E shall not be required to improve rear entrances.

10. Further Documents: It is contemplated that further documents may be necessary and all parties will cooperate and sign.

11. Term: This Agreement shall continue for a period of 25 years and thereafter by mutual extensions for terms, or at will.

12. Enforcement: This Agreement may be enforced by Court action; the loser to pay attorney fees and costs.

13. Execution: This Agreement may be signed in duplicate counterparts but will not become effective until all have signed. If less than all sign, the CRA (at its sole option) may decide to proceed with less than all - in which case such decision shall be binding on those that have signed.

DATED: February 29, 1984.

PACIFIC SOUTHWEST REALTY COMPANY,
a Delaware corporation

BY: [Signature]
R. Wayne Smith, Vice President

BY: [Signature]
John H. Collins, Asst. Vice President

901 Fair Oaks Avenue
South Pasadena, Calif. 91050

Property Address
City of South Pasadena

[Signature]
C.R.A. Chairman

[Signature]
Samuel G. Knowles
City of South Pasadena
Mayor Alvalee C. Arnold

Mailing Address for Notices:

P. O. Box 2097 Terminal Annex 10-115
Los Angeles, Calif. 90051

Approved as to form:
Charles R. Martin

[Signature]
Attorney

Notary Seal:

84-1161336

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On April 2, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared R. Wayne Smith personally known to me or proved to me on the basis of satisfactory evidence to be a Vice President, and John H. Collins known to me or proved to me on the basis of satisfactory evidence to be a Asst. Vice President of the SECURITY PACIFIC NATIONAL BANK, the association that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the association therein named, and acknowledged to me that such association executed the same, and acknowledged to me that such association executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



84-1161336

Windell H. Muhammad
(Notary Public's Signature)

CS0874 4-83* 25 PS Bank Officer's Notarial Acknowledgement

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On 2/29/84, before me, the undersigned, a Notary Public in and for said State, personally appeared Alva Lee C. Arnold, known to me to be the Mayor and Samuel G. Knowles, known to me to be the Chairman, CRA, of the City of South Pasadena, and known to me to be the persons who executed the within instrument on behalf of said Public Agency, and acknowledged to me that such Public Agency executed the same.

WITNESS my hand and official seal.

Signature: Marjorie B. Friendt
Marjorie B. Friendt
Notary Public in and for said County

84-1161336



EXHIBIT "A"

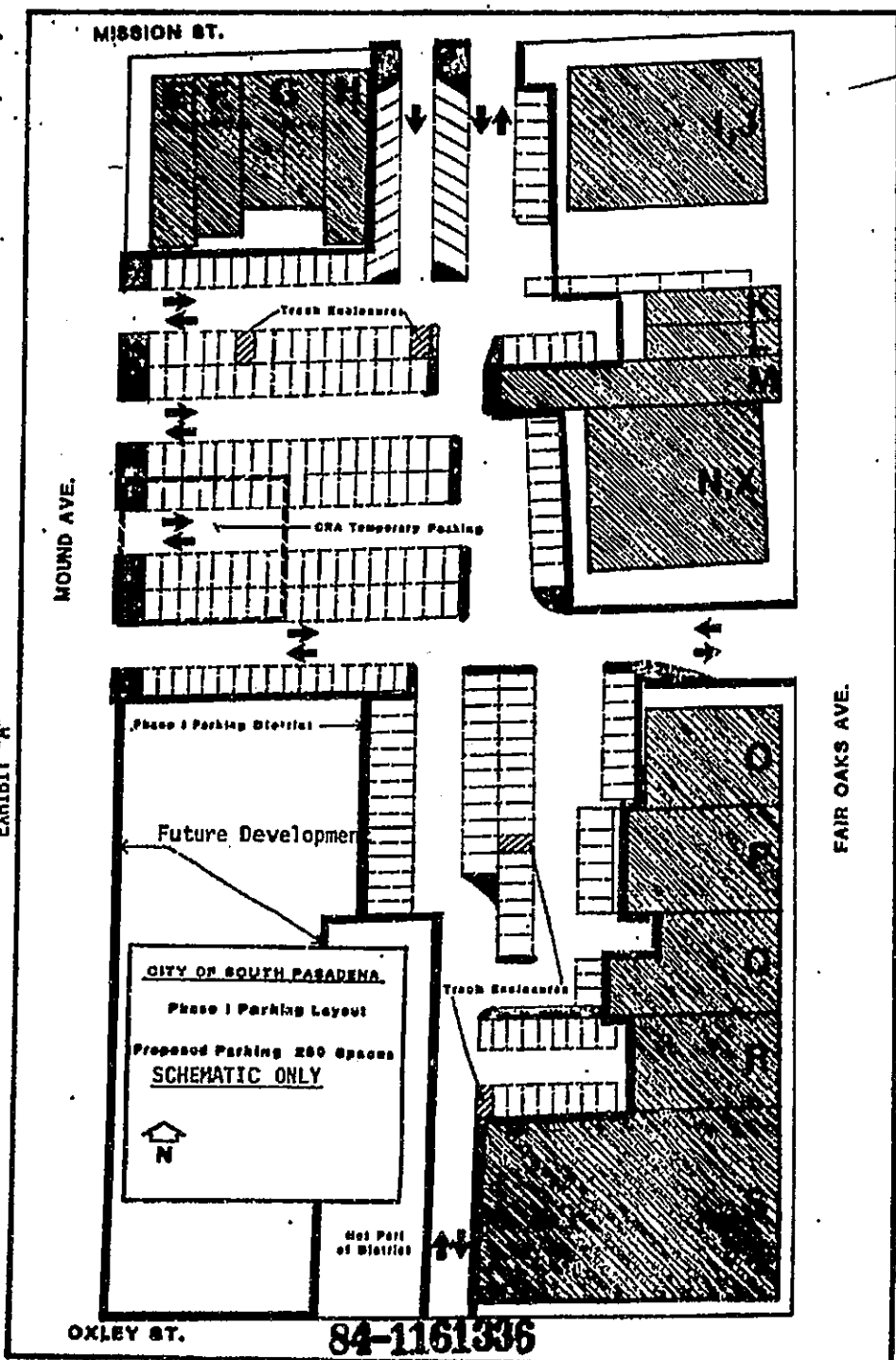


EXHIBIT "B"
SOUTH PASADENA DOWNTOWN PARKING LOT
PROPERTY ASSESSMENTS

Map Ref.	Property Owner	Building Area ¹ (sq.ft.)	Parking Area Available ² (sq.ft.)	Parking Area Contribution ³ (sq.ft.)	Fair Share of Parking Area ⁴ (sq.ft.)	Differential ⁵ Surplus/ (Deficit) (sq.ft.)	Improvement Costs ⁶	Land Costs ⁷ Debit/ (Credit)	Total Costs ⁸ Debit/ (Credit)
E	Pettes	2,000	2,598	840	1,674	(834)	\$ 5,851	\$ 2,440	\$ 8,291
F	Capsuto	2,430	3,156	1,161	2,034	(873)	7,109	2,554	9,663
G	Hutton	3,000	3,896	1,720	2,511	(791)	8,777	2,314	11,091
H	Cox	2,500	3,247	1,075	2,092	(1,017)	7,314	2,975	10,289
I,J	Pacific Southwest Realty (Security Pacific Bank)	7,760	10,079	10,937	6,494	4,443	22,702	(12,998)	9,704
K	Andersen	1,455	1,890	1,308	1,218	90	4,257	(263)	3,994
L	Speers	1,546	2,008	1,082	1,294	(212)	4,523	620	5,143
M	Swan	4,000	5,195	- 0 -	3,347	(3,347)	11,702	9,792	21,494
N,X	Bank of America	8,550	11,105	18,647	7,155	11,492	25,014	(33,621)	(8,607)
O	E.W. Services (East/West S&L)	4,015	5,215	4,510	3,360	1,150	11,746	(3,364)	8,382
P	Filley	5,100	6,624	3,780	4,268	(488)	14,920	1,428	16,348
Q	Weber	4,422	5,743	3,485	3,701	(236)	12,937	690	13,627
R	Schechter	4,345	5,643	4,318	3,636	682	12,711	(1,995)	10,716
S	Bank of America (Theater)	13,800	17,664	- 0 -	11,381	(11,381)	39,788	33,296	73,084
Y	South Pasadena CRA	3,640	4,728	4,368	3,046	1,322	10,649	(3,868)	6,781
	Public Space (Streets, Alleys, and Karp Property)	- 0 -	- 0 -	31,580	- 0 -	NA	- 0 -	- 0 -	- 0 -
TOTALS		68,363	88,791	88,791	57,211	- 0 -	\$ 200,000	\$ - 0 -	\$ 200,000

12/83

16-15

84-1161336

PROPERTY ASSESSMENT NOTES:

- 1 Reflects the area of the building footprints and not the gross leasable area.
- 2 Calculated by multiplying the building area times the ratio of total parking area (public and private) to total building area (existing and proposed).
Total Parking Area (public and private)/Total Building Area (existing and proposed) = 88,791 sq.ft./68,363 sq.ft. = 1.298
- 3 Calculated by scaling from the maps the area contributed by each property to the parking lot.
- 4 Calculated by multiplying the building area times the ratio of total private parking area to total building area.
Private Parking Area/Total Building Area (existing and proposed) = 57,311 sq.ft./68,363 sq.ft. = 0.837
- 5 Represents the difference between Parking Area land contributions and fair-share Parking Area requirements.
- 6 Calculated by multiplying the building area times the improvement costs per square foot of building area (\$200,000/68,363 sq.ft. = \$2.926/sq.ft.)
- 7 Calculated by multiplying the improvement costs per square foot of building area (\$2.926/sq.ft.) by the Parking Area land contribution differential. Properties contributing more land than their required amount received a credit, while those contributing less received a debit. Land costs were assumed to equal improvement costs on a per square foot of building area basis.
- 8 Calculated by adding improvement costs with land costs. A credit indicates that reimbursement is due to the property owner because of extraordinary land contributions.

89-1161306

16-16

9

EXHIBIT "C"

DOWNTOWN PARKING LOT
CITY OF SOUTH PASADENA/SOUTH PASADENA COMMUNITY
REDEVELOPMENT AGENCY CONTRIBUTIONS TO PARKING DISTRICT

Land Contributions

1. Streets and Alleys (El Centro Street and Edison Lane)	26,580 sq.ft. @ \$10/sq.ft.	\$ 265,800
2. Assessor's Parcel No. 5315-003-38 (Karp Property): Includes acquisition, and relocation costs.	5,060 sq. ft.	200,000
3. Morrow and Holman		<u>65,000</u>
		\$ 530,800

Construction Costs

1. Parking Lot		\$200,000
2. Utilities Undergrounding		105,000
Consulting and Engineering Fees		<u>72,858</u>
	Subtotal Costs	\$908,658
Jobs Bill Contribution		<u>-82,000</u>
	TOTAL COSTS	<u>\$826,658</u>

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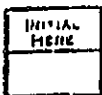


EXHIBIT "C"
16-17

EXHIBIT "D"

LEGAL DESCRIPTION OF PACIFIC SOUTHWEST REALTY COMPANY
PARKING LOT ENCUMBERED BY THIS DOCUMENT

The land referred to in this policy is situated in the County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

The easterly 50 feet of lots 4, 5 and 6, in block "G" of the Raymond Villa Tract No. 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1, Page 91 of Maps, in the office of the County Recorder of said County.

Excepting therefrom the North 5 feet of the above described portion of said Lot 6, conveyed to the City of South Pasadena.

PARCEL 2:

Lots 7 and 8, in Block "G" of Raymond Villa Tract No. 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1, Page 91 of Maps, in the office of the County Recorder of said County.

Except that portion within the lines of Mission Street, as conveyed to said City.

PARCEL 3:

Lot 9, in Block "G" of Raymond Villa of Tract 1, in the City of South Pasadena, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 91 of Maps, in the office of the County Recorder of said County.

Except therefrom the Southerly 12.50 feet measured on the Easterly line thereof.

84-1161336

EXHIBIT "D"

16-18.



EXHIBIT 'E'

Public Liability and Property Damage Insurance: The Operations Committee will, and is hereby authorized to, purchase and maintain public liability and property damage insurance on the parking lot, with the following specifications:

Coverage: Owners, landlords and tenants' liability.

Limits: \$1,000,000 combined Single Limit Bodily Injury and Property Damage.

Named Insureds: Each owner and tenant - by name. Each member of Operations Committee.

Terms: This policy shall be specifically endorsed to be primary insurance.

Other Insurance: Said insurance does not relieve or replace any insurance that is now or hereinafter carried by any owner or tenant subject to this document.

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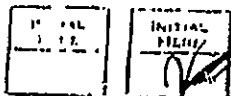


EXHIBIT "E"

16-19



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City Council Agenda Report

ITEM NO. 17

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *[Signature]*

PREPARED BY: Lucy Demirjian, Assistant to the City Manager *[Signature]*

SUBJECT: Update on the 2018 California State Legislative Session

Recommended Action

It is recommended that the City Council receive and file an update on the 2018 California State Legislative Session.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

In concurrence with the City's legislative platform, the City has, with the assistance of its lobbyists, monitored and taken action on legislation when appropriate. This report provides an update on legislative activity at the state level that the City has engaged in this year.

The City has been tracking various bills throughout the 2018 legislative session and has taken position on a total of 15 bills. The deadline for legislature to pass bills out of both houses was August 30, 2018. Any bills that passed both houses were sent to the Governor's desk for his consideration. The Governor had until Sunday, September 30, 2018, to sign or veto all bills.

The City took a position on bills which were held by various committees or placed on suspense file earlier in the session and did not make it to the Governor's desk:

BILL	NO	AUTHOR	TITLE	City of South Pasadena	Status
AB	533	Holden	State Highway Route 710	Support	Held in committee without recommendation
AB	2417	Rodriguez	Metro Gold Line Foothill Construction Authority	Oppose	Hearing canceled at the request of author.
AB	2890	Ting	Land use: accessory dwelling units	Oppose	Withdrawn from committee. Suspense File.
SB	831	Wieckowski	Land use: accessory dwelling units	Oppose	Held in committee without recommendation

SB	827	Wiener	Planning and zoning: transit-rich housing bonus	Oppose	Failed passage in committee.
SB	1469	Skinner	Land use: accessory dwelling units	Oppose	Held in committee

At the end of the 2017-18 Legislative Session, Governor Brown signed thousands of bills, including many that will impact local control. The City took a position on a total of nine bills which made it to the Governor's desk. The Governor was consistent with the City's position on these bills 22% of the time. The chart below details the votes on each bill.

BILL	NO	AUTHOR	TITLE	City of South Pasadena	Senator Portantino	Assembly member Holden	Governor Brown
AB	748	Ting	Peace Officers: Video and Audio Recordings: Disclosure	Oppose*	Support	Support	Signed
AB	1771	Bloom	Planning and Zoning: Regional Housing Needs Assessment	Oppose*	Support	Support	Signed
AB	2538	Rubio	Municipal Separate Storm Sewer Systems	Support	Support	Support	Vetoed
SB	25	Portantino	Elections: Alternate Ballot Order: Pilot Program	Support*	Support	Support	Signed
SB	828	Wiener	Land Use: Housing Element	Oppose	Oppose	Support	Signed
SB	946	Lara	Sidewalk Vendors	Oppose*	Support	Support	Signed
SB	1133	Portantino	Water Quality Control Plans: Funding	Support	Support	Support	Signed
SB	1416	McGuire	Local Government: Nuisance Abatement	Support*	Support	Support	Vetoed
SB	1421	Skinner	Peace Officers: Release Of Records	Oppose*	Support	Support	Signed
Consistency to South Pasadena Position (* City position taken after bill made it to Governor's desk)					5/9	4/9	2/9

Impacts of Bills Signed into Law

Housing: The Governor signed SB 828 (Wiener) and AB 1771 (Bloom). Together these two bills make changes to the housing element and Regional Housing Needs Assessment (RHNA) process, specifically affecting the determination of housing need for jurisdictions. SB 828 focuses on the data assumptions and methodology to determine RHNA. SB 828 places the burden on cities and implies that RHNA is a production mandate, when in fact RHNA is a planning and zoning requirement. AB 1771 makes changes to the objectives that guide the RHNA process as well as how Councils of Governments develop their RHNA methodology and allocation of RHNA throughout the region, limiting flexibility for two local governments to agree to an alternative distribution of appealed housing allocations.

Public Safety: The Governor signed AB 748 (Ting) and SB 1421 (Skinner) aimed to create more transparency in law enforcement. Commencing July 1, 2019, AB 748 will limit the nondisclosure period of video or audio recording that relates a critical incident to 45 days which would impede the successful completion of impartial investigations and the pursuit of justice; further delays of disclosure are only permitted with a new written notification of the basis for delay and delays of disclosure may not exceed one year, without clear and convincing evidence that disclosure would interfere with the investigation of the incident. SB 1421 makes investigation records public in police shootings and confirmed cases of sexual assault or misconduct by police; disclosure of these records may be delayed for up to 18 months, if disclosure would interfere with an action police investigation. These bills remove local authority over the determination to release records and invites increased California Public Records Act challenges and costs for compliance.

Stormwater: The Governor signed AB 1133 (Portantino), authorizing the State Water Resources Control Board, on behalf of itself or a regional board, to accept donations of moneys from a permittee for the purpose of updating a water quality control plan.

Elections: The Governor signed SB 25 (Portantino), which will reverse the election ballot order to have local and county elections listed ahead of state and federal races. The change will be part of a pilot program to see if there is any impacts on voter turnout for local races, and will only take effect in Los Angeles County at this time.

Local Control: The Governor signed SB 946 (Lara), preventing cities from outlawing sidewalk vendors on public right-of-ways. The law also decriminalizes violations to administrative fines and will impact several department's work on permitting, enforcement, and inspection. In order to regulate street vendors, staff will prepare an ordinance amending certain provisions in the South Pasadena Municipal Code prior to the January 1, 2019 effective date of the law.

Other Notable Bills Signed into Law

Renewable Energy: The Governor signed a comprehensive package of bills aimed at dramatically reducing carbon emissions by boosting the number of zero-emission vehicles and charging stations in California and getting dirty cars and trucks off the road. The package included eight bills that aim to reduce carbon emissions from the transportation sector, which currently accounts for approximately 50 percent of the state's greenhouse gas emissions and about 80 percent of smog-forming pollutants. Notably, he signed SB 100 (De Leon), which moves forward the State's Renewable Portfolio Standard (RPS) as well as sets a new statewide carbon-free plan of 100% by 2045.

Pension Obligations: The Governor signed AB 1912 (Rodriguez), which requires Public agency members of Joint Powers Authorities ("JPAs") that contract with a public retirement system to assume a portion of the retirement obligations of the JPA. Though the new law has the potential to affect future pension liability, amendments to the original draft of the bill were successful in eliminating the joint and several liability provisions (retroactively and prospectively) in favor of a more equitable apportionment scheme. Senator Portantino was instrumental in negotiating with

the SEIU, Contract Cities and the League to reach a compromise that protects both cities and workers. The final bill clarifies that this apportionment and financial reporting of liability only applies when a JPA dissolves, ceases operations, or has its contract with the retirement system terminated.

Wildfires: The Governor signed a package of bills related to wildfire prevention, vegetation management, and recovery. The main bill, SB 901 (Dodd) contained the Wildfire Conference Committee Report that addresses utility fire prevention, planning, and recovery; forestry and landscape management; and major investments in forestry, fire, and carbon reduction activities. SB 901 invests \$190 million per year through 2023-24 from the Greenhouse Gas Reduction Fund to Cal Fire to improve forest health and fire prevention activities, including prescribed burn and fuel reduction projects. The Conference Committee Report also includes a comprehensive streamlining of landscape and forestry management to include small landowner incentives, fuel reduction, and other measures to expedite the removal of dead and dying trees (and chaparral) from moderate, significant, and extreme fire risk areas.

Water: The Governor signed SB 998 (Dodd), which creates new requirements for water utilities in California regarding how and when they can shut-off water to a resident with a delinquent bill. The bill also sets new provisions for how much a resident can be charged for reconnecting the water once it has been shut off.

Net Neutrality: The Governor signed SB 822 (Wiener), which requires internet providers in California to adhere to Obama-era internet net neutrality regulations that have been rolled back by the Trump administration. Within 24 hours, the Trump Administration announced it would sue the State of California under federal preemption rules to stop SB 822.

Background

As part of the development of a stronger legislative advocacy program, the City Council adopted a Legislative Platform in June 2018 which serves as the guiding policy document for the City on legislative issues. The policy document addresses issues directly relevant to or impacting the provision of municipal services.

City Departments, in conjunction with the City Manager's Office, monitor and track bills within specific areas of focus as they move through the legislative process. In August, staff received training which included an overview of the legislative process and presentations by representatives from Assemblymember Holden's, Senator Portantino's, and Congresswoman Chu's Offices.

Additionally, the City has retained Emanuels Jones and Associates to represent the City's interests in the State Capitol. The legislative advocacy firm will monitor, analyze, and advise on issues that may impact the City and engage legislators early on. Furthermore, the advocacy firm will be instrumental in drafting language for bills.

Next Steps

In mid-November, Staff will participate in a briefing by the League of CA Cities on new laws from the 2018 Legislative Session to understand the effects on City policies and will work with the City Attorney's Office to address any issue with compliance to new laws.

Though the City began its advocacy efforts later in the 2018 session, the efforts made this year help create a basis for the legislative advocacy program in the coming years.

The new two-year legislative session will convene in December 2018. As expected, there will be some changes with the new administration and new legislators from across the state.

The City Council and Executive Management Staff have already met with the City's legislative advocacy team to concentrate on issues of critical importance that may require legislation. The strategies developed as a result of these meetings will support any updates to the City's Legislative Platform, which will be brought back to Council early 2019.

Looking ahead to the 2019 State Legislative Session, the team stands ready to engage early on with legislators. Staff will continue to work with State representatives, the League of California Cities, and the City's advocacy firm to continue dialogue, provide ideas and propose new legislation.

Fiscal Impact

There is no fiscal impact with this report.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

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

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City Council Agenda Report

ITEM NO. 18

DATE: November 7, 2018

FROM: Stephanie DeWolfe, City Manager *S.D.*

PREPARED BY: Craig Koehler, Finance Director
Mariam Lee Ko, Human Resources Manager

SUBJECT: **Reorganization of the Finance Department Including: Adoption of Resolutions and a Side Letter with the South Pasadena Public Service Employees' Association, Approval of New Job Descriptions, and Authorization to Enter into Agreements with HdL Companies for Business License Administration Services and ADP, LLC for Payroll Administration Services**

Recommendation Action

It is recommended that the City Council:

1. Adopt a resolution approving a side letter reflecting changes to Resolution No. 7527, the Memorandum of Understanding Between the City and the South Pasadena Public Employees' Association;
2. Adopt a resolution, Superseding Resolution No. 7538, updating and establishing the Unrepresented Management Employee classifications, benefit listing and salary schedule;
3. Approve five (5) job descriptions for new classifications within the Finance Department;
4. Authorize the City Manager to execute an agreement with HdL Companies for the administration of City business licenses; and
5. Authorize the City Manager to execute and sign a Sales Order and Master Services Agreement with ADP for the administration of payroll services.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

Per the City's Strategic Goal to "enhance customer service through innovation to more effectively respond to community priorities," staff is proposing the restructuring and reorganization of the City's Finance Department in order to more efficiently and effectively provide enhanced services to both the City's internal customers (the City's employees) and external customers (the Community). Following an analysis and review of the existing Finance Department staffing structure, operations and functions, staff recognized the need for greater breadth, depth and a higher level of professional expertise to deliver important services to the City's internal (City employees) and external (business owners & Community) customers.

As a result, four concepts were identified as the framework for the reorganization:

- Restructure the department to streamline operations, improve effectiveness, and provide better service to the City's internal customers (City employees) and external customers (business owners & the Community);
- Build a stronger workforce by creating job descriptions that develop expertise and allow for promotional opportunities;
- Contract with external vendors possessing the technology and expertise to automate and streamline business license processing and provide customers with state of the art technology and services that the City could not otherwise provide;
- Contract with external vendors possessing the technology and expertise to streamline and automate the employee payroll administration processes, incorporate best practices, and offer employees state of the art technology and services that the City could not otherwise provide.

As a result of the proposed reorganization, the customer services will increase substantially and the number of full-time employees (FTE's) will decrease from nine employees to six employees.

Discussion/Analysis

In order to implement the proposed changes, five actions are required by Council: 1) approval of a management resolution to create two new management level positions, 2) approval of five new job descriptions, 3) approval of an agreement with HdL Companies for management of business license services, 4) approval of a contract with ADP for implementation of automated payroll systems; and 5) approval of a side letter with the South Pasadena Public Service Employees' Association (SPPSEA) regarding the overall reorganization and change in positions. Each action is detailed below:

Approval of Management Resolution

After researching the Finance Department staffing structures of comparable cities, and more closely examining the needs within the organization, it was recommended that the Assistant Finance Director classification be eliminated and replaced with two manager level classifications titled Finance Manager and Accounting Manager. Both classifications will be exempt, at-will management classifications and will oversee essential functions within the department such as: Contracts, Procurement/Purchasing, Accounts Payables, General Ledger, Budget, and Account Receivables. Prior to this, the existing Finance Department staffing structure lacked sufficient expertise, creating challenges in providing appropriate support to critical functions. In the reorganization proposal, the new structure includes a total of three upper level accounting professionals, providing for an expanded level of professional support to better manage and operate each function of the Department. Based on research and a salary survey conducted for similar positions within similarly sized cities, it is recommended that the salary fall within the below listed range in order to provide for a natural progression in classifications and salary to the Finance Director classification:

	A	B	C	D	E	F	G
Finance 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

Additionally, both classifications shall be at the same salary scale. The classifications and job descriptions are designed with the same high level accounting skills and requirements but allows for variances in areas of expertise and focus. As proposed, the classifications are intended to allow the Director the most flexibility and ability to cross-train employees and therefore create a more highly skilled workforce and resiliency through depth of resources.

Approval of Five Job Descriptions

During staff's analysis and review of the strengths and weakness of the existing staffing structure, it was identified that the structure lacked opportunities for promotional transitions. The structure will be strengthened by creating a "flex class" or "ladder series" to provide employees promotional opportunities within the department and serve as a tool for future succession planning and/or a mentoring opportunity for the department.

Accordingly, a three classification series was created as follows (from lowest to highest within the series):

- Accounting Technician I;
- Accounting Technician II; and
- Accountant.

After much research, it is proposed that the Accounting Technician I salary remain the same as the existing Accounting Technician salary range and the salary scales for Accounting Technician II and Accountant classifications provide for a gradual progression to the Finance Manager and Accounting Manager classifications. As such, the salary scales are proposed as follows:

	A	B	C	D	E
Accounting Technician I	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician II	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Accountant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264

The existing department is currently budgeted for one Account Technician series position; this will remain unchanged. As a part of the reorganization, it has been proposed that the current Account Technician be reclassified to Accounting Technician I. There is no proposed salary change associated with the reclassification of this existing position.

As previously noted, two additional higher level At-Will Unrepresented Management classifications are proposed with the following titles, Finance Manager and Accounting Manager. Similar to the Accounting "flex" and "ladder" series of classifications, these Manager classifications will provide a "career ladder" and provide for promotional opportunities to the Finance Director position.

Agreement with HdL Companies

By entering into an agreement with HdL Companies to provide specialized business license administration services, the City will be able to provide more comprehensive business license services, streamline the business license process and utilize the best technology to assist with a business owners' request. Examples of some enhanced services include: ability to submit and renew a business license application online, submit payments for licenses online, and enable the City to capture more accurate and detailed information to prevent loss in business tax revenues by utilizing the HdL Prime software system. It is anticipated that by entering into the contract with HdL Companies for business license administration services, the services to the Community will be augmented and as a result may result in the capturing of additional business tax revenues. Furthermore, as described below in the Fiscal Impact section of the report, the estimated cost of contracting business license administration services is \$39,000 annually, compared to the existing staffing structure of two full-time employees dedicated to the function and processing of all business licenses within the City. This expansion of services is timely and much needed as the analysis by staff identified a need for a business license tracking system software. The City's existing software platform for business license tracking and administration is old and antiquated and has limited capabilities.

Agreement with ADP, LLC

By entering into an agreement with ADP, LLC for payroll administration services, the City is accessing the largest resource in the industry of payroll processing and bringing current technologies and best practices to the organization, and offering employees the benefit of access to state of the art services for employee timekeeping and payroll related resources. Furthermore, by contracting with ADP, LLC for payroll administration services, the city will have access to a resource and as a partner the highest level of payroll expertise available in the industry. In addition to payroll administration services, ADP, LLC will also be preparing for the City, quarterly and annual tax and Affordable Care Act related reports to Federal and State agencies. In meeting with the City's goals to streamline functions and provide better services, ADP, LLC will be providing a platform, customized for the City, called Workforce Now, that will utilize an all electronic and paperless payroll and Human Resources administration system.

Approval of Side Letter

In an effort to implement recommendations relating to improving services and operations, staff met with South Pasadena Public Service Employees' Association (SPPSEA) Board Members and their representative Marjeli Cruz of City Employees Associates regarding the proposed contracting of two finance functions and the proposed elimination of three positions within the Association. Government Code Section 53060, dictates that "positions may be outsourced if they require special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the special services provided." Following two productive meetings, the City and SPPSEA agreed to the proposed change and abolishment of the Senior Account Clerk and Payroll Coordinator classifications. The side letter (Attachment 1) memorializes this agreement and creates a "flex" or "ladder" series of classifications to provide for promotional opportunities for employees.

Alternatives Considered

1. HdL Companies is the only company that provides specialized business license administration services for municipalities and therefore qualifies as a unique and/or a sole source vendor not subject to competitive bidding or request for proposals, per Chapter 2, Article XI. Purchasing 2.99-29(2)(1) of the South Pasadena Municipal Code.
2. Other payroll administration services vendors were considered; ADP, LLC was selected as the most qualified vendor due to their experience, breadth and depth of knowledge municipal payroll laws and processes. Additionally, as noted in the contract addendum, ADP, LLC was selected during a competitive procurement process by National IPA, for the award of Contract No. R151901 for Managed Services effective May 1, 2016 through April 30, 2019. The City is hereby "piggybacking" on the competitive bid process and agreement for services pursuant to the National IPA competitive selection of ADP. As such, this is in accordance with the South Pasadena Municipal Code, as dictated in Chapter 2, Article XI. Purchasing 2.99-29(19).

Next Steps

Upon approval of resolutions and job descriptions, City staff shall immediately:

1. Issue layoff notices to three employees regarding the abolishment of two classifications;
2. Reclassify the existing Accounting Technician to Accounting Technician I;
3. Begin implementation and transition of payroll administration services to ADP, LLC; and
4. Transition from temporary business license administration services to full service business license administration services by HdL Companies, to include implementation of all technologies associated with the expanded service.
5. Begin recruitments immediately to fill the Finance Manager and Accounting Manager positions.

Background

In March 2018, the City experienced a vacancy in the Finance Director position. This transition created an opportunity to examine the existing Finance Department staffing structure, operations and functions to identify areas in need of streamlining and efficiency improvements and opportunities to improve customer service. In examining the department, strengths and weaknesses and areas of focus for improvement were identified and recommendations were developed in order to directly address these matters. It was during this process that staff recognized the need for greater breadth, depth and a higher level of professional expertise to deliver important services to the City's internal (City employees) and external (business owners & Community) customers.

Legal Review

The City Attorney has reviewed this item and has opined that agreements attached are to form.

Fiscal Impact

The chart below shows the comparative costs of the existing department structure and the proposed structure. The net change in costs is approximately \$30,000 however, this number does not include cost savings resulting from streamlining or increased revenue from improved

capture of business license revenues. Further, the value of improved customer service to the city's residents and employees, and reduced liability as a result of a stronger workforce is not quantifiable.

<i>Existing structure:</i>	<i>Cost:</i>	<i>Proposed structure:</i>	<i>Cost:</i>	<i>Savings:</i>
Payroll Coordinator	\$ 96,751*	ADP, LLC contract	\$107,760	+11,009
Senior Account Clerk	\$ 68,110	HdL Companies contract	\$ 39,000	(97,220)
Senior Account Clerk	\$ 68,110			
Assistant Finance Director	\$160,025	Accounting Manager	\$ 138,216	+116,407
		Finance Manager	\$ 138,216	

Total projected cost: \$ 30,196

**The salary costs for the positions listed is the full cost of the position and includes not only the salary (at top step) but also an additional 30% cost for benefits.*

There is no fiscal impact associated with the creation of the "flex" series of three (3) job descriptions, the Accounting Technician I, Accounting Technician II and Accountant. This is because the position is currently filled with an Accounting Technician and the salary range for Accounting Technician and Accounting Technician I, as proposed, will be the same. Additionally, there exists only one full-time position budgeted to fill this role with no plans to add any additional positions. Furthermore, the new classifications will be reflected in the SPPSEA MOU and salary schedule.

Moving forward, staff will budget accordingly in future fiscal years as the cost of business license administration and payroll administration will vary. As per the agreements, the total cost is dependent upon the number of active business licenses and number of enrolled employees. Currently, the City has 2,600 active business licenses and 220 full-time and part-time employees. Both service agreements share the same billing model and are structured as a flat rate fee per a license processed or per an employee enrolled within their respective systems. According to both service agreements, the City will be billed on a monthly basis. The annual costs in the charts above is provided as an estimate of anticipated annual costs; real costs are based on actual number of licenses processed and actual number of employees enrolled on a monthly basis.

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 a Side Letter to the Memorandum of Understanding with the South Pasadena Public Employees' Association
2. Resolution Approving Unrepresented Management Employee Benefit Listing and Management Salary Schedule, Superseding Resolution No. 7538
3. Job Descriptions for Accounting Technician I, Accounting Technician II, Accountant, Finance Manager and Accounting Manager
4. Agreement with HdL Companies
5. Agreement with ADP, LLC

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ATTACHMENT 1

**Resolution Approving a Side Letter to the
Memorandum of Understanding with the South
Pasadena Public Service Employees' Association**

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING A SIDE LETTER TO THE MEMORANDUM
OF UNDERSTANDING WITH THE SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION**

WHEREAS, the City Council of the City of South Pasadena (City) adopted Resolution No. 7527 for the purpose of adopting the 2017-2019 Memorandum of Understanding (MOU) between the City and the South Pasadena Public Service Employees' Association (SPPSEA); and

WHEREAS, in March 2018, the City's Finance Department experienced a vacancy of the Finance Director position; and

WHEREAS, City staff reviewed the existing staffing structure, operations, and functions of the Finance Department and developed recommendations regarding ways in which the City can improve services and streamline efficiencies, build a stronger workforce, improve upon operations and provide better customer service to the Community; and

WHEREAS, in an effort to implement the recommended changes, City staff and SPPSEA representatives met on September 14, 2018 and October 10, 2018 and the City and the PSEA agreed to changes to the MOU with regard to the City entering into contracts with two (2) private sector entities, HdL Companies and ADP, LLC to perform business license and payroll functions and henceforth met and conferred regarding the abolishment of two classifications, Senior Account Clerk and Payroll Coordinator, and the layoff of a total of three (3) employees currently serving in those classifications; and

WHEREAS, in an effort to encourage employee growth and provide additional employee promotional opportunities, the City and SPPSEA have agreed to the creation of an "Accountant" series comprised of the following three (3) classifications, all of which will be represented by the SPPSEA: Accounting Technician I, Accounting Technician II, and Accountant, as reflected in the side letter between the City and the PSEA attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION 1. The side letter and this resolution amends the MOU between the City and the PSEA.

SECTION 2. The agreed to changes to the MOU listed within the side letter shall become effective the first pay period following adoption and approval of the side letter.

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

PASSED, APPROVED AND ADOPTED ON this 7th day of November, 2018.

Richard D. Schneider, 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 7th day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

**Side Letter to the July 1, 2017 – June 30, 2019
Memorandum of Understanding
Between the City of South Pasadena
and the South Pasadena Public Service Employees' Association
Effective: Upon City Council Approval**

This side letter of agreement is made by and between the City of South Pasadena and the South Pasadena Public Services Employees' Association (SPPSEA) (collectively "the Parties") and is entered into with respect to the following:

WHEREAS, City and SPPSEA have previously entered into a Memorandum of Understanding ("MOU") covering the period of July 1, 2017 through June 30, 2019; and

WHEREAS, the City and SPPSEA have met and conferred over the City entering into contracts with two (2) private sector entities, HdL Companies ("HdL") and ADP, LLC ("ADP") to perform business license and payroll functions, respectively, plus related functions for the City. The Parties have also met and conferred over the abolishment of two classifications, Senior Account Clerk and Payroll Coordinator, and the layoff of a total of three (3) employees currently serving in those classifications.

WHEREAS, the Parties have agreed to the creation of an "Accountant" classification series comprised of the following three (3) classifications, all of which will be represented by SPPSEA: Accounting Technician I; Accounting Technician II and Accountant;

WHEREAS, the Parties have met and conferred regarding the terms of this side letter; and

WHEREAS, the Parties have determined to memorialize their agreement by this side letter.

NOW THEREFORE the Parties hereto agree as follows:

The City may enter into a contract with HdL to perform business license and related functions for the City. The City may also abolish the Senior Account Clerk classification and layoff the current employees serving in that classification.

The City may enter into a contract with ADP to perform payroll and related functions for the City. The City may also abolish the Payroll Coordinator classification and layoff the current employee serving in that classification.

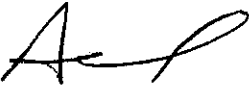
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Section 2 of the MOU, entitled Represented Classifications, is modified to add the following classifications:

Accounting Technician I,
Accounting Technician II; and
Accountant.

IN WITNESS THEREOF the Parties have caused the duly authorized representatives to execute this Agreement this 23rd day of October, 2018.

By: 
David Niznik, President
South Pasadena Public Employees'
Association

By: _____
Stephanie DeWolfe
City Manager

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ATTACHMENT 2

**Resolution Approving Unrepresented Management
Employee Benefit Listing and Management Salary
Schedule, Superseding Resolution No. 7538**

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. 7538**

WHEREAS, City staff is continually examining city wide operations in an attempt to identify areas and opportunities for improvement and utilize more efficient and effective methods of service delivery to the community of South Pasadena; and

WHEREAS, in March 2018, the City's Finance Department experienced a vacancy of the Finance Director position; and

WHEREAS, City staff reviewed the existing staffing structure, operations, and functions of the Finance Department and developed recommendations regarding ways in which the City can improve services and streamline efficiencies, build a stronger workforce, improve upon operations and provide better customer service to the Community; and

WHEREAS, it is also recommended that the Finance Department eliminate the classification of Assistant Finance Director and create two new classifications titled Accounting Manager and Finance Manager; and

WHEREAS, these new At-Will Management classifications will encourage employee growth and provide for additional employee promotional opportunities as these classifications along with the newly established "Accountant" series classifications, belonging to the South Pasadena Public Service Associations' unit, is designed as a "ladder" series to not only provide employees with promotional opportunities but to also provide an opportunity for succession planning within the department and organization; and

WHEREAS, careful research and consideration was utilized to determine the appropriate salary for the new 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 7th day of November, 2018.

Richard D. Schneider, 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 7th day of November, 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 Director of Public Works
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 increased as follows to the maximum stated, depending on the level of coverage selected:

Employee only	\$ 0 = \$ 715
Employee + 1	\$200 = \$1,115
Employee + family	\$275 = \$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	\$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 November 12, 2018

ATTACHMENT 3
Job Descriptions for:
Accounting Technician I
Accounting Technician II
Accountant
Finance Manager &
Accounting Manager

ACCOUNTING TECHNICIAN I

Purpose

Under general supervision, performs a variety of specialized accounting and financial record keeping work; prepares, reviews, and maintains financial and statistical records; processes purchase orders and transactions for accounts payable and accounts receivable; assists with maintenance of the general ledger and bank reconciliations; and performs related work as required.

Distinguishing Characteristics

This is the journey-level class in the Accounting Technician series. This class performs a variety of specialized accounting and financial record keeping work of intermediate difficulty that requires previous experience and training in finance and accounting principles. An employee in this class assists higher-level management or supervisory staff in various account record keeping, purchasing, accounts payable, accounts receivable, and general ledger and bank reconciliations.

This is a “**Flex Class**” in which an incumbent may reasonably be considered for reclassification to the Accounting Technician II level upon attainment of the requisite experience and education; AND upon certification by the Finance Director and Human Resources Manager of the incumbent’s training and demonstrated proficiency of the duties and responsibilities associated with the higher level class.

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:

Performs a variety of specialized accounting and financial record keeping work of intermediate difficulty.

Opens, processes, and closes purchase orders; enters purchase order numbers, account numbers, amounts of payables, and related data into computer; processes carryover purchase orders.

Reconciles routine vendor statements to invoices payable; receives and processes vendor automated email invoices; collects, sorts, and post bills, invoices, receipts and other data; handles vendor inquiries and resolves routine issues; contacts vendors for proper tax identification numbers and related data.

Assists in processing property tax payments, preparing tax logs, and in processing 1099 and W-9 forms.

Assists in responding to inquiries from the City's payroll vendor; receives inquiries; conducts research and provides responses to routine issues.

Assists in responding to inquiries from the City's vendors for Water and Trash Services billing; conducts research and provides responses to routine issues.

Assists in responding to inquiries from the City's vendor for business license processing; conducts research and provides responses to routine issues.

Assists with verifying and recording of daily receipts of funds; assists in the preparation of bank deposits; runs various reports to analyze and detect errors; balances total receipts to computer reports; interfaces utility payments to utility system and other payments to fund accounting;

Establishes and maintains filing and record keeping systems in accordance with department policy;

Operates a calculator, computer, scanner, photocopier, and related office equipment; makes calculations and checks various statistical and accounting tables and reports.

Processes and prepares payments for employee travel and meeting reimbursement encumbering appropriate accounts.

Answers phone; processes mail; prepares routine forms, schedules, statements, correspondence, check lists, reports and related documents.

Builds databases and spreadsheets of financial, budgetary, and other data of an intermediate level of complexity.

Maintains a physical presence in the office.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

Three years of financial record keeping experience in a finance or accounting environment that required the application of accounting principles or any combination of training and/or experience that could likely provide the desired knowledge and abilities. The completion of accounting, finance, and business related coursework from an accredited college or university, and experience in governmental accounting is highly desirable. Proficiency in word processing and spreadsheets at an intermediate level is required.

Knowledge of:

Financial record keeping methods and practices at an intermediate level; principles of general accounting and municipal/fund accounting; office and record keeping methods and practices; purchase orders, encumbrances and check processing; business math; modern office equipment

and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software at an intermediate proficiency level; and basic customer service principles.

Ability to:

Operate a computer and other standard office equipment; perform detailed record keeping work using numerical data and requiring calculations; apply the principles of accounting to maintenance of financial records; interpret and apply related laws, ordinances, rules, regulations, policies, and procedures; understand pertinent procedures quickly and apply them without immediate supervision; maintain accurate and interrelated financial records, and identify and reconcile errors; make comparisons quickly and accurately; organize work to meet deadlines; make decisions independently; interpret and apply department and City procedures and policy; establish and maintain working relationships with employees, vendors, and the general public; understand and carry out oral and written instructions with substantial independence; establish and maintain effective relationships with those contacted in the course of work; utilize word processing, spreadsheet, and data base programs at an intermediate level; and type at a rate sufficient to perform assigned duties.

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 essentially a desk job. Physical demands include occasional lifting up to 25 pounds, some reaching, bending, walking, stooping, and squatting. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal. 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.

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.

FLSA Status

Non-exempt

ACCOUNTING TECHNICIAN II

Purpose

Under general supervision, performs a variety of para-professional level of accounting, financial record keeping, and financial analysis; prepares, reviews, and maintains financial and statistical records; processes purchase orders, accounts receivable, and transactions for accounts payable involving large and/or complex accounts; performs auditing work in accounts payable, cash receipts, and bank reconciliations; performs journal entries and assists with specialized financial reports; serves as liaison to vendors for billing, payroll, and licensing; and performs related work as required.

Distinguishing Characteristics

This is the advanced-journey para-professional-level class in the Accounting Technician series. This class performs a variety of specialized accounting, financial record keeping, and financial analysis work at a more complex level requiring progressively responsible experience and training in finance and accounting principles. In addition to the responsibilities performed at the Accounting Technician I level, an employee in this class prepares routine financial and statistical reports; handles the larger and more complex vendor accounts payable; performs auditing work; performs journal entries; serves as a liaison to vendors for billing, payroll, and licensing; and may train, check work and provide guidance to subordinates. An employee in this class performs an increased variety of functions with proficiency and with greater independence of action; and exercises judgment in the performance of duties.

This is a “**Flex Class**” in which an incumbent may reasonably be considered for reclassification to the Accountant level upon attainment of the requisite experience and education; AND upon certification by the Finance Director and Human Resources Manager of the incumbent’s training and demonstrated proficiency of the duties and responsibilities associated with the higher level class.

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:

Performs responsible, complex financial record keeping and analytical duties requiring a thorough understanding of the accounting system.

Opens, processes, and closes purchase orders; processes credit applications; sets up new vendors; enters purchase order numbers, account numbers, amounts of payables, and related data into computer; processes carryover purchase orders.

Reconciles routine to complex vendor statements to invoices payable; receives and processes vendor automated email invoices; collects, sorts, and post bills, invoices, receipts and other data;

handles vendor inquiries and resolves difficult issues; contacts vendors for proper tax identification numbers and related data.

Processes property tax payments; prepares tax logs, processes 1099 forms and W-9 forms.

Serves as liaison to the City's payroll vendor; receive inquiries; conducts research and resolves issues using judgment and discretion as required; provides vendor with various employee documents related to payroll including garnishments and/or other sensitive and confidential documents.

Serves as liaison to the City's vendor for Water and Trash Services billing; conducts research and resolves issues using judgment and discretion as required.

Serves as liaison to the City's vendor for business license processing; conducts research and resolves issues using judgment and discretion as required.

Verifies and records daily receipts of funds; prepares bank deposits; runs various reports to analyze and detect errors; balances total receipts to computer reports; interfaces utility payments to utility system and other payments to fund accounting.

Orders bank deposit books, bags and checks; posts, check balances, and adjusts accounts; performs routine journal entries; assists with reconciling various City bank accounts to general ledger, as assigned.

Maintains financial records for specially funded projects, accounting for revenues and expenditures to determine eligible expenditures to charge to grant and contract programs.

Establishes and maintains filing and record keeping systems in accordance with department policy.

Compiles and provides information to staff regarding accounts for a variety of narrative and statistical reports.

Composes correspondence requiring use of judgment based upon a thorough knowledge of the functions and procedures.

Makes calculations; checks various statistical and accounting tables and reports; audits accounts, records, programs and cash.

Assists, monitors and trains departmental staff members in accounting and record keeping procedures.

Prepares journal entries; reconciles records to established balances, identifying and resolving discrepancies; allocates costs to appropriate ledger accounts; develops accounting procedures to meet specific requirements.

Researches and answers technical questions.

Works closely with department management in the implementation of software applications.

Operates a calculator, computer, scanner, photocopier, and related office equipment.

Makes calculations and checks various statistical and accounting tables and reports.

Processes and prepares payments for employee travel and meeting reimbursement encumbering appropriate account.

Answers phone; processes mail; prepares forms, schedules, statements, correspondence, checks lists, reports and related documents.

Builds databases and spreadsheets of financial, budgetary, and other data of an intermediate to advanced level of complexity.

Performs other related duties, as assigned.

Maintains a physical presence in the office.

Employment Standards

Education/Experience:

Five years of progressively responsible financial record keeping experience in a finance or accounting environment that required the application of accounting principles; and the completion of the equivalent of an Associate's Degree in Finance, Accounting, or a related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. Experience in governmental accounting is highly desirable. Proficiency in word processing and spreadsheets at an intermediate to advanced level is required.

Knowledge of:

Financial record keeping methods and practices at an advanced level; principles, procedures, and terminology of general accounting and municipal/fund accounting; advanced office and record keeping methods and practices; purchase orders, encumbrances, check processing, bank reconciliations, and cash deposits; business math; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software at an advanced proficiency level; basic customer service principles; and principles of leading others, and employee training.

Ability to:

Operate a computer and other standard office equipment; maintain accurate and interrelated financial records, and identify and reconcile errors; perform advanced technical level financial record keeping work; accomplish difficult financial accounting work involving independent judgment; classify fiscal documents and transactions; apply accounting, auditing and financial analysis principles to specific work assignments; examine and verify financial documents and

reports; prepare clear, concise and easily understood statistical and narrative reports; perform detailed record keeping work using numerical data and requiring calculations; apply the principles of accounting to maintenance of financial records; interpret and apply related laws, ordinances, rules, regulations, policies, and procedures; understand pertinent procedures quickly and apply them without immediate supervision; maintain accurate and interrelated financial records, and identify and reconcile errors; make comparisons quickly and accurately; organize work to meet deadlines; make decisions independently; interpret and apply department and City procedures and policy; establish and maintain working relationships with employees, vendors, and the general public; understand and carry out oral and written instructions with substantial independence; train, check work, and provide corrective guidance to subordinates; utilize word processing, spreadsheet, and data base programs at an advanced level, including development of advanced level spreadsheets with formulas and calculations of complex difficulty; and type at a rate sufficient to perform assigned duties.

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.

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.

FLSA Status

Non-exempt

ACCOUNTANT

Purpose

Under general supervision, performs a variety of professional level accounting functions in the preparation and maintenance of financial records, reports and statements; conducts technical, financial and statistical analyses associated with a variety of programs including general accounting, accounts payable, accounts receivable, purchasing, and assistance with formulation and monitoring of operating and capital budgets; may exercise technical and functional supervision over accounting staff as assigned; and performs related work as required.

Distinguishing Characteristics

This is the journey-level professional class in the Accounting series. This class performs a variety of advanced specialized accounting, financial record keeping, and financial analysis work requiring the application of professional level experience in the principles, practices and procedures of public sector finance, accounting, auditing, budgeting and investing; as well as a Bachelor's degree in Accounting, Finance or a related field. In addition to the responsibilities of an Accounting Technician II, an employee in this class prepares more complex financial and statistical reports and statements including month-end, quarter-end, mid-year and end-of-year budget documents; makes adjusting and closing journal entries; participates in preparing year-end audits; and conducts financial analysis associated with a variety of programs including general accounting, accounts payable, accounts receivable, purchasing and assistance with formulation and monitoring of operating and capital budgets. An employee in this class may exercise technical and functional supervision over accounting staff, as assigned. An employee in this class has increased responsibility in assisting management in the oversight of various finance functions, programs and subordinate staff with a high degree of proficiency and greater independence of action; and exercises judgment and decision-making in the performance of duties.

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:

Performs advanced, complex professional level tasks related to accounting and financial analysis.

Performs analyses on various accounts as needed for audit and other purposes; assists managers and auditors in the preparation and completion of various financial audits.

Monitors expenditures and revenue activities; posts and maintains financial records for various accounts and funds; provides analysis of other financial reports as required;

Prepares month-end, quarter-end, mid-year and end-of-year budget documents; makes adjusting and closing accounting journal entries; participates in preparing year-end audit schedules; participates in the preparation of financial statements.

Participates in formulating, implementing, and administering annual operating budgets, including recommendations for budget adjustments as necessary; assists staff in the analysis of monthly and periodic budget and expenditure reports; including researching variances.

Builds databases and spreadsheets of financial, budgetary, and other data at an advanced level of complexity.

Assists in preparation of reports and recommendations for various financial projects assigned; assists in monitoring and accounting for grant programs.

Prepares clear, concise, and comprehensive financial analyses and prepares financial reports to illustrate the results of those analyses.

Maintains detailed asset and depreciation records in accordance with acceptable accounting procedures and internal policies;

Performs tasks related to banking, investments, cash flows, and daily balancing of receipts; conducts or assists in conducting audits of cash or other accounts as required.

Assists in performing research projects; assists in developing new processes or procedures as deemed necessary; researches and answers technical questions.

Works closely with department management in the implementation of software applications.

Operates a calculator, computer, scanner, photocopier, and related office equipment.

Answers phone calls; processes mail; prepares forms, schedules, statements, correspondence, checks lists, reports and related documents.

Maintains a physical presence in the office.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

A minimum of two years of professional accounting experience, preferably in a fund accounting environment; and the completion of a Bachelor's degree from an accredited college or university in Finance, Accounting, or a related field. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. Experience in governmental accounting is highly desirable. Proficiency in word processing and spreadsheets at an advanced level is required.

Knowledge of:

Principles, practices and procedures of fund accounting; principles, methods, practices and technologies of public sector finance, accounting, auditing, budgeting and investing; laws regulating public finance, fiscal operations and governmental financial reporting at the Federal, State and/or local level; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software at an advanced proficiency level; basic customer service principles; and principles of supervision.

Ability to:

Prepare and maintain accurate and complete reports and records; prepare clear, concise, and comprehensive financial analyses; prepare financial statements and reports; perform journal entries and inter-departmental transfers; analyze data and draw logical conclusions; analyze and solve problems; interpret and apply related laws, ordinances, rules, regulations, policies, and procedures; operate a computer accurately and efficiently; understand pertinent procedures quickly and apply them without immediate supervision; maintain accurate and interrelated financial records, and identify and reconcile errors; make comparisons quickly and accurately; understand and carry out oral and written instructions with substantial independence; establish and maintain effective relationships with those contacted in the course of work; and utilize word processing, spreadsheet, and data base programs at an advanced level, including development of complex level spreadsheets with formulas and calculations of above average difficulty.

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.

FLSA Status

Non-exempt



FINANCE MANAGER

Purpose

Under general direction, assists the Finance Director in performing activities related to the City's financial operations including budgeting, utility services, and revenue management; oversees, manages, and serves as a business partner with the City's billing and business license vendors; manages and prepares the City's annual and mid-year budgets; manages and prepares the City's comprehensive annual financial report (CAFR); performs financial analyses and a variety of professional level accounting functions in the preparation and maintenance of financial records, reports and statements; exercises supervision over accounting staff as assigned; and performs related work as required.

Distinguishing Characteristics

This is a single-incumbent managerial-level professional class in the Financial and Accounting 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. In addition to the responsibilities of an Accountant, the incumbent in this class has primary responsibility for preparation of the City's annual and mid-year budgets, and preparation of City's CAFR, and may serve in the absence of the Finance Director. The incumbent has direct oversight of the contracts with, and serves as a business partner to, the City's vendors for Water and Trash service billing, and the vendor for business license processing. An employee in this class exercises supervision over assigned accounting staff, and exercises considerable discretion and independent judgment in the performance of assigned duties, based on extensive experience and training in public sector finance and accounting.

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:

Assists the Finance Director in managing the financial operations of the Finance Department; assists in the development and implementation of Finance Department goals, objectives, policies, and procedures and measures accomplishments against stated objectives.

Develops new or modified systems and policies to improve essential functions and services to internal and external customers.

Coordinates, prepares, and administers the annual and mid-year budgets; prepares the Comprehensive Annual Financial Report (CAFR).

Prepares and maintains the City's Cash Flow Model on a regular basis.

Identifies, articulates, manages, supervises, and coordinates policy, procedures, goals and objectives necessary to improve Department services.

Performs financial planning activities as related to investment analysis, sources and uses of funds, accounting, debt administration, and extensive budgeting planning and forecasting. Supervises and participates in month-end and year-end closing of finances.

Oversees and manages the City's contracts with vendors providing Water Billing and Trash Service Billing services and collection of revenue for customer accounts; coordinates and reconciles the receipt of revenues from vendors; serves as a business partner with vendors in the administration of the contracts and services; resolves complex issues involving customers, policy, and/or systems.

Oversees and manages the City's contract with the vendor providing Business License services and the collection of taxes/revenue; coordinates and reconciles the receipt of revenues from vendor; serves as a business partner with the vendor in the administration of the contract and services; resolves complex issues involving customers, policy, and/or systems.

Analyzes, reviews, and prepares a variety of complex financial statements and reports; draws conclusions and makes recommendations; submits mandated reports to regulatory and grant agencies.

Ensures compliance with laws, codes and regulations governing regulatory and municipal accounting; maintains high standards of professional accounting and auditing.

Develops, revises, and implements specialized accounting procedures and systems to increase efficiency and effectiveness.

Conducts research and prepares special projects.

Compiles and analyzes financial data to assist City administration in financial planning and economic development.

Provides staff training and development; assigns and reviews the work of subordinate employees; reviews and evaluates employees' job performance.

Ensures compliance with provisions of Federal, State, County and City statutes relating to financial matters.

Interacts with the public or internal customers in person, via email, or over the telephone to obtain cash payments, information or documents, or resolve discrepancies.

Ensures Department services are provided with the highest customer service and ethical standards.

Recommends changes to system setup to enhance accounting controls and assists in testing such controls to confirm the correct result.

Provides financial data, financial information and guidance to other City departments; provides timely and accurate monthly reports to the Departments.

Directs and participates in the preparation of interim and annual financial reports in accordance with the Generally Accepted Accounting Principles (GAAP) and the standards of the Government Finance Officers' Association's (GFOA's) Certificate of Achievement for Excellence in Financial Reporting Program.

Coordinates the annual financial audit with external auditors.

Recommends automation of accounting systems and reports by use of the City's Financials system.

Researches, develops, and prepares studies, reports, correspondence, and technical materials in accordance with City policies and related legal requirements, including those required for state and federal grants.

Analyzes existing and proposed ordinances, statutes, resolutions, legislation, and other documents for impact on City operations, including revenue and taxation, as it relates to the City's fiscal policy and its effect on City financial operations.

Stays abreast of current and emerging trends and practices in the field of municipal finance. Assigns, participates, or assists with the review and audit of the City's financial transactions; acts on recommendations made in audit reports.

Serves as Department Head in Finance Director's absence, as assigned.

Maintains a physical presence in the office.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

A minimum of five years of professional level finance and accounting experience in a municipal agency or equivalent, of which at least three years involved supervision and/or lead direction of subordinate staff; and the completion of a Bachelor's degree from an accredited college or university in Finance, Accounting, or a related field. A Master's degree and/or designation as a Certified Public Accountant (CPA) is highly desirable. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. Proficiency in word processing and spreadsheets at an advanced level is required.

Knowledge of:

Highly complex principles, practices, techniques, systems, and procedures of government finance and accounting; municipal budgeting processes; sources of revenue to fund municipal services; research methods and techniques of report presentation; management and organization

theories, principles, practices and methods; laws and regulations which govern municipal finance administration; legislation related to public finance and accounting; principles and practices of budget and CAFR preparation; advanced principles and practices of computer and accounting systems services; principles of contract administration and liaison; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software at an advanced proficiency level; basic customer service principles; and principles of supervision.

Ability to:

Plan, direct, manage and perform advanced professional level accounting and financial activities related to the operations of the Finance Department; communicate clearly and concisely, both verbally and in writing; research and prepare complex reports on a variety of subjects; establish and maintain effective relationships with the community at large, the City Council and other public officials; select, train, supervise and evaluate employees; represent the City in a variety of meetings; make decisions regarding assigned operational functions; operate programs within allocated amounts; respond to emergency and problem situations in an effective manner; understand, explain and apply policies and procedures; analyze unusual situations and resolve them through application of management principles and practices; deal constructively with conflict and develop effective resolutions; plan, develop, manage, administer and enforce a balanced budget; develop new policies impacting department operations/procedures; interpret financial statements and cost accounting reports; analyze financial issues as they relate to City services; and maintain accurate and complete reports and records.

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



ACCOUNTING MANAGER

Purpose

Under general direction, assists the Finance Director in performing activities related to the City's financial operations including general accounting, grant accounting, accounts payable, procurement operations and contracts administration; oversees, manages, and serves as a business partner with the City's payroll processing vendor; performs financial analyses and a variety of professional level accounting functions in the preparation and maintenance of financial records, reports and statements; exercises supervision over accounting staff as assigned; and performs related work as required.

Distinguishing Characteristics

This is a single-incumbent managerial-level professional class in the Financial and Accounting 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. In addition to the responsibilities of an Accountant, the incumbent in this class has primary responsibility for general accounting, procurement operations, and contracts administration; and may serve in the absence of the Finance Director. The incumbent has direct oversight of the contract with, and serves as a business partner to, the City's vendor for Payroll services. An employee in this class exercises supervision over assigned accounting staff, and exercises considerable discretion and independent judgment in the performance of assigned duties, based on extensive experience and training in public sector finance and accounting.

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:

Assists the Finance Director in managing the accounting operations of the Finance Department; assists in the development and implementation of Finance Department goals, objectives, policies, and procedures and measures accomplishments against stated objectives.

Manages all aspects of the City and Successor Agency (post-Redevelopment) accounting operations.

Oversees and performs bank reconciliations; interacts with financial institutions and agencies.

Reviews purchase requisitions and confers with departments by phone or in person to clarify requests, explain purchasing procedures, and provide additional information.

Confers with product vendors regarding prices, discounts, deliveries, availability of goods, specifications and quality of different materials, and expedites delivery of goods; keeps informed of new products market conditions and current prices; evaluates vendor performance.

Analyzes bids received, compares specifications and prices, reviews market trends, makes value analysis and makes recommendation of award of order.

Prepares written bid specifications based on equipment, services, or supplies as requested in accordance with policies and procedures.

Solicits annual maintenance agreements and blanket order renewals with vendors.

Coordinates, implements, monitors and evaluates the administration of procurements.

Assists in the department's formulation of pricing and procurement objectives and strategies; conducts and/or participates in negotiations to leverage the City's purchases.

Plans and implements research and data gathering activities needed for preparation of cost estimates, financing plans and forecasts related to the purchase agreements and contracts; processes or supervises the processing of pertinent documents such as contracts, bids, request for proposals, Council agenda reports and other related reports.

Receives, opens, and examines informal bids and represents the City Manager at public formal bid openings.

Administers the procurement card program.

Oversees contracts with vendors; oversees vendor insurance to ensure compliance with insurance standards.

Develops new or modified systems and policies to improve essential functions and services to internal and external customers.

Identifies, articulates, manages, supervises, and coordinates policy, procedures, goals and objectives necessary to improve Department services.

Oversees and manages the City's contract with the vendor providing Payroll services; coordinates the transmittal of employee timekeeping to vendor; ensures the appropriate application and interpretation of City policies and procedures, and the provisions of various memoranda of understanding related to Payroll; serves as a business partner with the vendor in the administration of the contract and services; resolves complex issues involving employee compensation.

Analyzes, reviews, and prepares a variety of complex financial statements and reports; draws conclusions and makes recommendations; submits mandated reports to regulatory and grant agencies.

Ensures compliance with laws, codes and regulations governing regulatory and municipal accounting; maintains high standards of professional accounting and auditing.

Develops, revises, and implements specialized accounting procedures and systems to increase efficiency and effectiveness.

Conducts research and prepares special projects.

Compiles and analyzes financial data to assist City administration in financial planning and economic development.

Provides staff training and development; assigns and reviews the work of subordinate employees; reviews and evaluates employees' job performance.

Ensures compliance with provisions of Federal, State, County and City statutes relating to financial matters.

Interacts with the public or internal customers in person, via email, or over the telephone to obtain cash payments, information or documents, or resolve discrepancies.

Ensures Department services are provided with the highest customer service and ethical standards.

Recommends changes to system setup to enhance accounting controls and assists in testing such controls to confirm the correct result.

Provides financial data, financial information and guidance to other City departments; provides timely and accurate monthly reports to the Departments.

Responsible for the completion of the State Controller's Report, and the Cities Financial Transactions Report, as well as the preparation of other annual financial reports.

Coordinates the annual financial audit with external auditors.

Develops and maintains the Finance Department's Policies and Procedures Manual.

Recommends automation of accounting systems and reports by use of the City's Financials system.

Researches, develops, and prepares studies, reports, correspondence, and technical materials in accordance with City policies and related legal requirements, including those required for state and federal grants.

Analyzes existing and proposed ordinances, statutes, resolutions, legislation, and other documents for impact on City operations, including revenue and taxation, as it relates to the City's fiscal policy and its effect on City financial operations.

Stays abreast of current and emerging trends and practices in the field of municipal finance.

Assigns, participates, or assists with the review and audit of the City's financial transactions; acts on recommendations made in audit reports.

Serves as Department Head in Finance Director's absence, as assigned.

Maintains a physical presence in the office.

Performs other related duties, as assigned.

Employment Standards

Education/Experience:

A minimum of five years of professional level finance and accounting experience in a municipal agency or equivalent, of which at least three years involved supervision and/or lead direction of subordinate staff; and the completion of a Bachelor's degree from an accredited college or university in Finance, Accounting, or a related field. A Master's degree and/or designation as a Certified Public Accountant (CPA) is highly desirable. Any combination of training and/or experience that could likely provide the desired knowledge and abilities is qualifying. Proficiency in word processing and spreadsheets at an advanced level is required.

Knowledge of:

Highly complex principles, practices, techniques, systems, and procedures of government finance and accounting; municipal budgeting processes; sources of revenue to fund municipal services; research methods and techniques of report presentation; management and organization theories, principles, practices and methods; laws and regulations which govern municipal finance administration; legislation related to public finance and accounting; principles and practices of governmental procurement; advanced principles and practices of computer and accounting systems services; principles of contract administration and liaison; modern office equipment and procedures; general office practices and procedures; basic English usage, spelling, grammar and punctuation; word processing, spreadsheet, and/or data base software at an advanced proficiency level; basic customer service principles; and principles of supervision.

Ability to:

Plan, direct, manage and perform advanced professional level accounting and financial activities related to the operations of the Finance Department; communicate clearly and concisely, both verbally and in writing; research and prepare complex reports on a variety of subjects; establish and maintain effective relationships with the community at large, the City Council and other public officials; select, train, supervise and evaluate employees; represent the City in a variety of meetings; make decisions regarding assigned operational functions; operate programs within allocated amounts; respond to emergency and problem situations in an effective manner; understand, explain and apply policies and procedures; analyze unusual situations and resolve them through application of management principles and practices; deal constructively with conflict and develop effective resolutions; plan, develop, manage, administer and enforce a balanced budget; develop new policies impacting department operations/procedures; interpret financial statements and cost accounting reports; analyze financial issues as they relate to City services; and maintain accurate and complete reports and records.

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

ATTACHMENT 4
Agreement with HdL Companies

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / HdL Software)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Craig Koehler, Finance Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Commencement Date": November 1, 2018.
- 3.5. "Termination Date": October 31, 2021.

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. The term may be extended for two additional two year terms at the option of the City and Consultant, unless otherwise extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.4. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or

transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved 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, and the amount due for the invoice.
- 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.

Proprietary Information of Consultant. The term “proprietary information” means any information that relates to Consultant’s computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant’s proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

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 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **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: HdL Software Consulting 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: \$1,000,000 per occurrence,
\$2,000,000 aggregate

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

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

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

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

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

12.5. **Worker's Compensation Insurance.** 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 and Interim Finance Director, South Pasadena, CA 95945.

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

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

If to Consultant

Attn: Contracts
HdL Software
120 S. State College Blvd, Suite 200
Brea, CA 92821
Telephone: 714-879-5000

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 ten 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 here from 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”
HdL Software LLC

By: _____
Signature

By: *Robert Gray*
Signature

Printed: _____

Printed: Robert Gray

Title: _____

Title: President

Date: _____

Date: 10-26-2018

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A - SCOPE OF SERVICES

BUSINESS LICENSE TAX ADMINISTRATION SERVICES

1. Business Tax Operations Management

- 1.1. **Tax Registration Database Management** – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.
- 1.2. **Renewal Processing** – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.
- 1.3. **New Account Processing** – HdL will process any new business license applications and complete the new account registration process in a timely fashion.
- 1.4. **Payment Posting/Processing** – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.
- 1.5. **Business Support Center** – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.
- 1.6. **On-Line Filing & Payment Processing** – HdL will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

2. Local Tax Compliance Services – HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.

- 2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.
 - 2.1.1. **Lead Identification** – Develop a list of entities subject to licensure/taxation within the City.
 - 2.1.2. **Exception Resolution** – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.
 - 2.1.3. **Compliance Communication Process** – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.
 - 2.1.4. **Document Submission / Processing** – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

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Approved For Use 11/15/16

- 2.1.5. **Invoicing** – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.
- 2.1.6. **Remittance** – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.
- 2.2. **Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:
- 2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
- 2.2.2. Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.
- 2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.
- 2.2.4. Educate businesses on proper reporting practices.
- 2.2.5. Invoice and collect identified deficiencies.
- 2.3. **City's responsibilities**
- 2.3.1. Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.
- 2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

EXHIBIT B - COMPENSATION

For performing and completing services pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as follows.

1. Business Tax Operations Management Services

- 1.1. **Compensation** - HdL's compensation for performing Operations Management Services related to business license is a fee of \$14 per new registration or processed account for the first year of service, \$15 for the second year of service, and then increased by CPI for each year thereafter. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.
- 1.2. **CPI Adjustment** – Fees for Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
- 1.3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

2. Local Tax Compliance Services

- 2.1. **Discovery** – HdL's fee for performing discovery services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
 - 2.1.1. **City Discovery Discount** – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of 25% of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.
- 2.2. **Audit** – HdL's fee for performing Audit services shall be a contingency fee of 40% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 2.3. **Collection** – HdL's fee for performing collections services shall be a contingency fee of 25% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 2.4. **Option to waive tax recovery** – City may, at its discretion, elect to waive or reduce the tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

2.5. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

3. **Payment**

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

1.1. Software License. If access to any HdL software systems are provided to City as part of this Agreement, HdL hereby provides a license to the City to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

1.2. Agency Data. HdL acknowledges that the data provided by the City ("Agency Data") during the course of this Agreement is the property of the City. City authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the City in a format acceptable to both the City and HdL.

1.3. Consultant Proprietary Information. As used herein, the term "proprietary information" means any information which relates to Consultant's software systems, audit processes or related services, techniques, or general business processes. City shall hold in confidence and shall not disclose to any other party any Consultant proprietary information in connection with this Agreement, or otherwise learned or obtained from the Consultant in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

2. **OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at HdL's hourly rates in effect at the time service is requested. HdL will provide City a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, HdL's standard hourly rates range between \$75 and \$275 per hour.

3. **MISCELLANEOUS EXPENSES.** HdL will notify the City of any miscellaneous expenses and request authorization to proceed. HdL will not be reimbursed for any miscellaneous expenses unless authorized by the City. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.

4. **PRICING ADJUSTMENTS.** All pricing listed in this Agreement will be honored during initial implementation of the services. Any additional/optional services needed after services are active will be provided using the pricing currently established at the time the service is requested.

5. **LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.

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ATTACHMENT 5
Agreement with ADP, LLC

Company Information


City Of South Pasadena
1414 Mission St
South Pasadena, CA 91030
United States

Executive Contact

Stephanie DeWolfe
City Manager
sdewolfe@southpasadenaca.gov
(626) 403-7312


Processing Fees and Considerations

Number of Employees: 220 on City Of South Pasadena

 Monthly Processing	Count	Min	Base	Rate	Monthly
Employment and Income Verification	220	-	-	-	\$0.00
▪ Employment Verification					
ADP Comprehensive Services Bundle (12.5% Discount)	220	\$2,600.00	-	See Below	\$10,472.00
▪ Comprehensive Payroll					
ADP Comprehensive Services Ancillary Modules	220	-	-	\$0.95	\$209.00
▪ Benefits Invoice Discrepancy Reporting					
Non-Paid Employees	1	-	-	\$10.40	\$10.40
Monthly Administrative Fee	1	-	\$275.00	-	\$275.00
ADP Comprehensive Services Bundle	1 - 99			\$52.00	
	100 - 249			\$44.00	
	250 - 499			\$35.00	
	500 - 999			\$30.00	
Additional Jurisdiction (if applicable)	2+			\$8.95/month	

 Annual Processing	Count	Min	Base	Rate
Year End Forms, W2s or 1099s	220	-	-	\$6.95

 Total Annual Investment	Total Annual
Workforce Now Services	\$133,125.80
Annualized Discount Value	(\$15,708.00)
Estimated Total Net Annual Investment	\$117,417.80

 Other Considerations	Count	Rate	Setup
Hardware and Other Fees			
▪ Health & Welfare Benefit Carrier Feed Setup	3	\$0.00	\$0.00
Implementation			
▪ Implementation for ADP Comprehensive Services Bundle			\$18,000.00
▪ Affordable Care Act (ACA) - Historical Hours Import up to 36 months			\$1,500.00
Health & Welfare Benefit Carrier Feed Setup included at no charge: 3			

Financial
Review

Sales Order
Quote Number
02-2018-311557.1



A more human resource.™

Company Information

City Of South Pasadena
1414 Mission St
South Pasadena, CA 91030
United States

Executive Contact

Stephanie DeWolfe
City Manager
sdewolfe@southpasadenaca.gov
(626) 403-7312

	Total Other Considerations	Total Setup
	Implementation and Setup	<u>\$19,500.00</u>

Company Information
City Of South Pasadena
1414 Mission St
South Pasadena, CA 91030
United States

Executive Contact
Stephanie DeWolfe
City Manager
sdewolfe@southpasadenaca.gov
(626) 403-7312

Important Project & Billing Information

Product Billing

Billing for Comprehensive Services shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Effective Date. The billing count is based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

Promotion Terms

Promotion will be applied to the first month of services (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid.

Other

Start Date: Payroll: 1/23/2019

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

Summary	
Estimated Annual Net Investment:	\$117,417.80
	Total Implementation: \$19,500.00
Estimated Annual Net Investment during promotional period:	\$107,760.40

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: City Of South Pasadena

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Company Information

City Of South Pasadena
1414 Mission St
South Pasadena, CA 91030
United States

Executive Contact

Stephanie DeWolfe
City Manager
sdewolfe@southpasadenaca.gov
(626) 403-7312

Workforce Now Included Services

Employment Verification

- Commercial Employment and Income Verifications

- Client access to Electronic Reports and Tools

Comprehensive Payroll

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Essential Time
- Document Cloud
- ADP DataCloud: Analytics
- Designated WFN Technology Specialists
- Employee Discount Program
- Full Service Wage Garnishment Service
- Wage and Hour Guidance

- Relationship Manager
- Designated Payroll Specialist
- Processing Audit and Reconciliation of Payroll
- MyLife Advisors (EE & Mgr Service Center)
- ACA Center of Excellence
- Tax Registration Services
- Exception Processing
- Audit and Reconciliation of Time & Attendance
- 5 Standard Management Reports

Benefits Invoice Discrepancy Reporting

- ADP will compare benefit enrollments from WFN to benefit enrollments on carrier invoices. ADP will identify discrepancies in coverage and/or premiums, and provide a report outlining the identified discrepancies.

Thank you for your consideration



**ADP Workforce Now Comprehensive Services
MASTER SERVICES AGREEMENT**

10-24-2018

(Effective Date)

ADP, LLC: One ADP Boulevard
Roseland New Jersey 07068

(referred to herein as "ADP")

CLIENT: City Of South Pasadena
1414 Mission St
South Pasadena, CA 91030, United States

(referred to herein as "Client")

Attention: Stephanie DeWolfe

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this ADP Workforce Now Comprehensive Services Master Services Agreement (the "Agreement")

ANNEX A-2:	GENERAL TERMS AND CONDITIONS
ANNEX D:	ADP COMPREHENSIVE PAYROLL SERVICES
ANNEX E:	ESSENTIAL ACA
ANNEX K:	EMPLOYMENT VERIFICATION SERVICES
ANNEX O:	ONBOARDING (INCLUDING ELECTRONIC I-9 SERVICES)
ANNEX X:	ACA SERVICES – ADDITIONAL TERMS AND CONDITIONS FOR ADP PROFESSIONAL SERVICES (**if Client requires historical data conversion to be performed by ADP Professional Services)

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC		CLIENT	
_____ (Signature of Authorized Representative)		_____ (Signature of Authorized Representative)	
_____ (Name - Please Print)		_____ (Name - Please Print)	
_____ (Title)	_____ (Date)	_____ (Title)	_____ (Date)

1. Definitions.

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Comprehensive Services" means ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services.
- 1.4 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.5 "Agreement" means this ADP Comprehensive Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- 1.6 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.7 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.8 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.9 "Access Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or access the HR and/or Talent modules of ADP Workforce Now (but specifically excluding document cloud services and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) and as approved by ADP. A list of Access Countries for the applicable Services is found at found at www.productdescription.majoraccounts.adp.com.
- 1.10 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.11 "Buy Out Fee" has the meaning set forth in Section 12.4
- 1.12 "Client" has the meaning set forth on the cover page.
- 1.13 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.14 "Client Group" means Client and Client's Affiliates means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.15 "Client Infringement Event" means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client's use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client's use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client's failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- 1.16 "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.17 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.18 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.19 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.20 "FCRA" Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 1.21 "Improvements" has the meaning set forth in Section 5.4
- 1.22 "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- 1.23 "Indemnities" has the meaning set forth in Section 6.3
- 1.24 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.25 "Initial Term" means the period beginning as of the Effective Date and ending two (2) years after the date of Client's first monthly invoice for Services.
- 1.26 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.27 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.

- 1.28 "Kick-off Call" has the meaning set forth in Section 11.4.
- 1.29 "NACHA" means the National Automated Clearing House Association.
- 1.30 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.31 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.32 "Personal Information" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.33 "Renewal Term" means each additional one (1) year period after the Initial Term.
- 1.34 "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.35 "Services" means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.36 "SOC 1" means any routine Service Organization Control 1 reports.
- 1.37 "Term" means, either individually or collectively, the Initial Term and each Renewal Term.
- 1.38 "Termination Event" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.39 "User" means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.
- 1.40 "Verification Agent" has the meaning set forth in Section 14.1.6.1.1.
- 1.41 "Verification Data" has the meaning set forth in Section 14.1.6.1.1.
- 1.42 "Verifiers" has the meaning set forth in Section 14.1.6.1.1.

2. Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country and the Access Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP.
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1 **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls, or trade with prohibited parties.
- 3.2 **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

- 3.3. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- 4.1 **General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 **Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 **Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 Intellectual Property

- 5.1 **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 **ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 **Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

6.1 ADP Indemnity. Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.

6.2 Client Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3 Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

7.1 Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

7.2 Extraordinary Cap. As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.

7.3 Matters not Subject to Either Cap. The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:

7.3.1 Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;

7.3.2 The infringement indemnity set forth in Sections 6.1 and 6.2;

7.3.3 Client's obligations to pay the fees for Services;

7.3.4 ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;

7.3.5 Client's funding obligations in connection with the Payment Services;

7.3.6 ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.7 In connection with the ADP Employment Tax Services, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.

7.3.8 Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.

7.4 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other

adverse consequences arising from or relating to the Services.

- 7.5 **No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- 8.1 **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 **Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 **Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 **Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Incident

- 10.1 **Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "Incident"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 **Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 Payment Terms

- 11.1 **Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client.
- 11.2 **Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and

charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Benefits and/or Comprehensive Payroll (without Comprehensive HR), billing shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 12 Term; Termination; Suspension**
- 12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may immediately suspend or terminate the Services or the Agreement in its entirety in the event (a) Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due or (b) the provision of Services to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it, including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with twenty-four (24) hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.
- 12.4 Early Termination; Buy Out Fee.** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "Buy Out

Fee"). During any Term, the Buy Out Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the Initial Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Buy Out Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

12.5 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon ninety (90) days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent

12.6 Post Termination. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

13 Reserved.

14 Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply (except as otherwise noted).

14.1 Payroll Services. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

14.1.1 ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and ALINE Card Services (if elected additional terms shall apply). The following additional terms and conditions apply to the ADP Wage Payment Services:

14.1.1.1 Client Credentialing. Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.1.1.2 Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.1.1.3 Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.1.1.4 Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.1.1.5 Recovery of Funds; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.1.1.6 ADPCheck Services Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services (if elected additional shall apply)

14.1.1.7 Full Service Direct Deposit (FSDD). Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

- 14.1.2 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers. The following additional terms and conditions apply to the ADP Employment Tax Services:
- 14.1.2.1 Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
- 14.1.3 State Unemployment Insurance Management.** Subject to Section 15.7, Client's compliance with its obligations in Sections 14.1.3.1 and 14.1.3.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.
- 14.1.3.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 14.1.3.2 Transfer of Data.** Client may transfer the information described in Section 14.1.3.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 14.1.3.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.
- 14.1.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 14.1.5 Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by Client.
- 14.1.5.1 Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.
- 14.1.5.2 Client's Use of Services.** Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.
- 14.1.6 Employment Verification Services.** Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
- 14.1.6.1 Verification Services and Authorization as Agent.**
- 14.1.6.1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on

the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

- 14.1.6.1.2 **Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 14.1.6.1.3 **Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon ninety (90) days prior written notice to Client.
- 14.1.6.2 **Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 14.1.6.3 **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

14.2 Benefits Services. Benefits services are comprised of the following services:

- 14.2.1 **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services. The following additional terms shall apply:
 - 14.2.2 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 14.2.2.1 ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 14.2.2.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 14.2.3 **Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. The following terms shall apply to Essential ACA Services.
 - 14.2.3.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
 - 14.2.3.2 **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the "Client ACA Liaison"), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 14.2.3.3 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE

"ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

- 14.2.4 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing. If Client purchases Comprehensive HR and/or Comprehensive Benefits, the following terms relating to COBRA services will apply.
- 14.2.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines, including the Benefit Services Client Guide, developed by ADP, as amended from time to time, a copy of which will be provided to Client upon request.
- 14.2.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.
- 14.2.4.3 Retention of Administrative Fee and Interest.** Client agrees that ADP shall retain the two percent (2%) administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT (OR CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP ARE HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.
- 14.2.4.4 HIPAA Business Associate Amendment.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), if COBRA Services are subject to HIPAA then such services are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.
- 14.2.4.5 Disbursement of Funds.** In connection with COBRA Services, participant payments are received via check or ACH transfer. Payments are reviewed, validated and recorded to the participant's account. At the end of each month, ADP then reconciles payments to the designated client or carrier. Payments are then processed and remitted to the respective payees (Client or to Client's designated carriers) within the applicable grace period. If participant pays more than billed, funds are held in participant's account and applied to the following month. If the overpaid amount is requested for a refund, ADP holds payment for 14-21 days before refund can be issued.
- 14.2.5 Other Terms Applicable to Benefits Services.** The following additional terms apply to ADP Comprehensive Benefits (if purchased by Client), and COBRA Services :
- 14.2.5.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services ("Client Benefits Liaison"), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.
- 14.2.5.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Benefits Plans with such laws.
- 14.2.5.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY

DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

- 14.3 ADP HCM Services.**
- 14.3.1 Human Resources Administration Services.** Access to an integrated human resources system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access. Human Resource Administration Services and Talent Management Services.
- 14.3.2 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 14.3.3 Business Intelligence.** Provide tools to analyze and understand data.
- 14.3.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 14.3.3.2 Benchmarks.** Enables comparison of an employer's performance with other companies in the same industry and/or region to facilitate insight into business performance against industry averages for key Human Capital Management (HCM) metrics. Benchmarks may be purchased separately pursuant to a Sales Order.
- 14.4 Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
- 14.5 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:
- 14.5.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.
- 14.6 Onboarding Services (including ADP Workforce Now EI-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now EI-9 Services ("WFN EI-9 Services") that are part of ADP Workforce Now Onboarding Services.
- 14.6.1 Use of Services.** In order to receive the WFN EI-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
- 14.6.1.1** Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the "DHS"), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "I-9 Handbook"), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 14.6.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
- 14.6.2** ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
- 14.6.2.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
- 14.6.2.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
- 14.6.2.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
- 14.6.2.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have completed with all requirements of Section 7.1.2.
- 14.6.2.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
- 14.6.2.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
- 14.6.3 Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee

ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.6.4 Form I-9 Section 3. For the avoidance of doubt, Client understands and agrees that the WFN EI-9 Services do not support Form I-9 Section 3 for Reverifications and Rehires; if needed, Client must complete Section 3 outside of WFN EI-9 Services.

14.7 ADP Marketplace. Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

14.7.1 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.7.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4 Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6 No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7 Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

- 15.10 **Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 **Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 **Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. **THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.**
- 15.14 **Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 **Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP, or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

SCHEDULE 1 TO ANNEX A-2
ADP Comprehensive Services
Statements of Services

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, web-based payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multi-faceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner	<p>The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation.</p> <p>The ADP Relationship Manager/HR Business Partner:</p> <ul style="list-style-type: none"> • Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. • Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. • Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. <p>Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.</p>	<p>The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis.</p> <p>Client is responsible for validating the accuracy of all converted data.</p> <p>Client will attend all necessary implementation meetings and provide timely feedback as requested.</p>

Services	Service Specifics	Roles and Responsibilities
<p>Implementation</p> <p>Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)</p>	<p>Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following:</p> <ul style="list-style-type: none"> • Implementation of all outsourcing services listed in this Statement of Service. • Scheduling and planning all implementation meetings. • Coordinating the collection of implementation service questionnaires. • Setting-up the Module(s) based on Client's requirements. • Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). <p>Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP.</p> <p>ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones.</p> <p>ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.</p>	<p>Client is responsible for (i) accurately completing and providing questionnaires to ADP's implementation team in a timely manner; (ii) providing all HR corporate group information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFN and/or incorporate into administrative practices; (iv) providing all payroll data; (v) providing any documents and materials needed to complete employee access set-up; (vi) providing all plan participant and enrollment data in a predefined format required by ADP; (vii) reviewing all information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services.</p> <p>Client is responsible for maintaining system configuration of and data related to all HR-related information (e.g., salary structures, job codes, leave policies, manager access, etc.) post implementation.</p> <p>Client's implementation team will determine Client's readiness to start implementation and assign Client its implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure all requirements are understood and will assist in the transition to service.</p>
<p>Interfaces - ADP Carrier Connection®</p>	<p>If Client purchases Comprehensive HR and/or Comprehensive Payroll, either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services.</p> <p>Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.</p>	<p>Client shall promptly deliver to ADP any Client Content required by ADP to set-up standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data in the carrier's system. No third party agreements with Client's carriers should be required.</p> <p>With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.</p>

Services	Service Specifics	Roles and Responsibilities
Implementation		
Interfaces - Payroll Interfaces, Custom Interfaces	<p>Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client.</p> <p>The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development.</p> <p>An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces.</p>	<p>ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties.</p> <p>ADP's ability to transmit Client Content is dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.</p>
ADP Personnel – Roles and Responsibilities		
ADP Relationship Manager	<p>Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.</p>	<p>The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business.</p> <p>Additionally, the Relationship Manager/HR Business Partner proactively identifies HR needs and coordinates the delivery of HR services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues.</p>

Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
My Life Advisors	<p>Access to a toll free number for use by employees and managers for:</p> <ul style="list-style-type: none"> • General self-service and payroll inquiries • General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected • Benefit call support when WFN Comprehensive Benefits is elected <p>As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to:</p> <ul style="list-style-type: none"> • Employee personal information • Employee pay information and issues • Vacation, holiday, and leave of absence information • Hours of work and overtime information • Benefit Participant Information when WFN Comprehensive Benefits is elected <p>Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.</p>	<p>As a prerequisite to use of My Life Advisors, Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) onsite employee self-service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications.</p> <p>ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.</p>
Payroll and Tax Administration		
Payroll and Tax	ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax Plus SM , Full Service Direct Deposit or TotalPay [®] banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier. Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.	ADP processes payroll and files and deposits appropriate federal, state and local taxes. Client must review and approve final payments.



Services	Service Specifics	Roles and Responsibilities
Payroll and Tax Administration		
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	<p>Client provides employee liens and withholding information to ADP. ADP processes employee deductions for liens, wage garnishments and court ordered support and disburses payments to third parties as appropriate.</p> <p>The following shall only apply if Client is not purchasing Comprehensive Payroll Services: Client is responsible for lien interpretation. Client is responsible for all compliance with agency notification requirements; replies to garnishment notices received; notices of employee terminations and all other required written responses. Client must provide minimum of two (2) weeks' notice prior to processing of any special pays to accommodate any garnishment requirements.</p>
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless Total Absence Management is purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.	

Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Administration		
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components. Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity. Client hearing and appeals not included in base services.	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
Training and Development:		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Compliance Support		
Compliance Newsletters <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Compliance Newsletters.	
Alerts <i>Note: The offering does not include legal advice or guidance.</i>	Access to periodic subject matter Alerts and e-mails.	
Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	

The following terms supplement the general terms and conditions in Annex A and apply to the extent Client purchases ADP Comprehensive Payroll. ADP Comprehensive Payroll includes payroll administration, time and attendance, tax registration services and wage garnishment services.

1. Comprehensive Payroll

1.1 Updates. Client shall not perform any payroll/payroll module updates in ADP's systems unless directed by ADP; ADP shall make and maintain all necessary updates or changes based on information provided by Client to ADP. ADP shall not be responsible for (i) any changes made by Client directly into the payroll module and (ii) the impact Client's actions and inputs may have on the accuracy of Client's payroll.

2. Time and Attendance Managed Services. ADP shall provide the Time and Attendance Managed Services as further described in this Annex and the attached Schedule 1 to Annex D (the "TA Managed Services"). The TA Managed Services are only made available ADP Comprehensive Payroll clients that utilize those time & attendance services delivered via ADP Workforce Now (the "TA module").

2.1 TA Module. The TA module includes ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (the "Time and Attendance Services"). For ADP Workforce Now Enhanced Time only, additional license terms are available at www.adp.com/timlicenseterms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.

2.2 End of Pay Period Administration; Resolution of Error Exceptions. Client acknowledges and agrees that Client will be responsible for ensuring that all time and labor data input submitted by Client to ADP is accurate, complete and delivered on time. For the purposes of this Annex, the term "error exception(s)" shall mean any data requirements within the TA module that, based on Client's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed in order to proceed with Client's payroll processing. Failure to resolve an error exception will prevent Client's payroll from being processed as scheduled. Client acknowledges and agrees that Client will be responsible to clear all error exceptions preventing the time and attendance file from processing. Client also agrees that all timeframes referenced below shall be determined during the implementation process. TA Managed Services shall include, but shall not be limited to, the following operational support to assist Client in the end of pay period process:

2.2.1 within an agreed upon timeframe prior to the deadline for payroll submission, ADP will notify all Client supervisors with error exceptions to clear all outstanding error exceptions in the TA module using electronic alerts established in the TA Module;

2.2.2 if within a predetermined timeframe prior to the deadline for payroll submission Client has not cleared all outstanding error exceptions, ADP will advise Client's designated contact of all outstanding error exceptions; and lock the end of pay period process with respect to Client clearance of error exceptions.

2.3 Data Administration. All data entry, adjustment and corrections to the TA module must be made by Client. ADP can make adjustments in the Payroll module only. Prior to commencement of Services, Client shall provide to ADP all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with ADP to establish standards for ADP in its execution of the Services.

3. Time & Attendance Hardware. If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Time & Attendance Hardware") as described in the Sales Order, the following terms will apply:

3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.

3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

3.3 Maintenance Fees. Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Time & Attendance

Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.

3.4 Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.

3.5 Biometrics.

3.5.1 Definitions.

3.5.1.1 "Biometric Data" includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

3.5.1.2 "Biometric Identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

3.5.1.3 "Biometric Information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

3.5.1.4 "Biometric Services" means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

3.5.1.5 "Biometric User" means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.

3.5.2 Additional Terms. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

3.5.3 Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law:

3.5.4 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

3.5.4.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;

3.5.4.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and

3.5.4.3 any additional requirements as required by applicable law.

3.5.5 Biometric User Notice and Consent. Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:

3.5.5.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

3.5.5.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

3.5.6 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

3.5.7 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual

or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

3.5.8 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

3.5.9 Additional Termination Provisions for Biometric Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

4. Tax Registration Services. ADP shall provide tax registration services as further described in this Annex and the attached Schedule 1 to Annex D (the "Tax Registration Services") in accordance with and subject to the terms of this Annex and the Agreement. The Tax Registration Services provided hereunder relate solely to obtaining jurisdiction account numbers requested by ADP for employment tax. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following

- 4.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.
- 4.2 As a third-party service provider, ADP's services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.
- 4.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by it. By signing the documents or requesting that ADP affix its electronic signature, Client is confirming that (i) it has reviewed the documents being submitted to the taxing jurisdiction and (ii) the information contained in the documents is complete and accurate.
- 4.4 By utilizing the Tax Registration Services, Client is authorizing ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.
- 4.5 Client understands that ADP's services are based solely on the information provided by Client about its business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon the information it furnishes in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.
- 4.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.
- 4.7 ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.

5. ADP Wage Garnishment Services. Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties pursuant to the statement of services set forth in Schedule 2 to Annex D. The following additional terms and conditions apply to the ADP Wage Garnishment Services:

5.1 Description of Services; Authorization.

- 5.1.1 ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.
- 5.1.2 Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "Agencies"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.
- 5.1.3 Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

- 5.2 **Court Filed Notifications.** To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a “**Court Filed Notification**”) as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client’s behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP’s reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client’s behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client’s behalf. Except for ADP’s obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.
- 5.3 **Flash Signature Feature.** ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary signature functionality (“**Flash Signatures**”) as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client’s view, consistent with Client’s compliance requirements [Insert text].
- 5.4 **Accuracy and Timeliness of Data.** Client is responsible for (i) the way in which Client’s payroll system utilizes data provided by ADP to Client in connection with ADP’s provision of the ADP Wage Garnishment Services and (ii) any errors or omissions caused by any of Client’s third-party service providers.
- 5.5 **Electronic Income Withholding Orders Program.** To the extent Client chooses to participate in the Electronic Income Withholding Orders Program (the “**e-IWO Program**”), Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from the Office of Child Support Enforcement that have been issued by jurisdictions participating in the e-IWO Program. Client understands that there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For the jurisdictions participating in the e-IWO program, Client will continue to forward to ADP all income-withholding orders/notices or related documentation it receives. Client agrees to provide written notice to ADP at least forty- five (45) days in advance if it wishes to no longer participate in the e-IWO Program. Client also agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.
- 5.6 **Additional Termination Provisions for ADP Wage Garnishment Services.** If ADP reasonably determines that it can no longer provide all or any portion of the ADP Wage Garnishment Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of the ADP Wage Garnishment Services. If the ADP Wage Garnishment Services are terminated, Client will immediately (i) be responsible for payment of Client’s wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services terminated by ADP and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination, and (ii) be responsible for its garnishment answer and filing obligations.

SCHEDULE 1 TO ANNEX D

Comprehensive Payroll Statement of Services

The following supplements the ADP Comprehensive Services Statement Services (Schedule 1 to Annex A) and applies to the extent that Client purchases ADP Workforce Now Comprehensive Payroll.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Implementation of Comprehensive Payroll			
Standard Operating Procedures	<p>ADP obtains detailed information required to configure and deliver the Payroll Services.</p> <p>During implementation, ADP works with the Client to conduct an analysis in order to ensure that ADP has up-to-date and accurate information on Client's programs and policies that will be administered by ADP.</p> <p>ADP's Transformation Services, will assist the Client and Client managers with change management</p>	<p>ADP uses analysis documents and meetings with Client to capture all of Client's pay practices and creates Standard Operating Procedures ("SOP").</p> <p>ADP provides Client with best practices and guidance while developing the combined SOP documents which include ADP's standard procedures.</p>	<p>Client provides ADP with its payroll practices and procedures and assists ADP with completing the SOP, which will be used to perform the Payroll Services.</p> <p>To the extent that Client does not purchased ADP's WFN HR, Time and Attendance and/or Benefits Modules, the SOPs shall outline additional Client responsibilities that may arise as a result of Client's use of such non-ADP systems (e.g. downstream impact to potential government agency reporting requirements, such as ACA reporting). Prior to commencement of the Payroll Services, Client must acknowledge the SOP.</p>
Implementation Schedule	<p>Implementation of Payroll Services will proceed in accordance with an implementation schedule agreed upon between ADP and Client.</p>		<p>Client agrees to use commercially reasonable efforts to implement Payroll Services within fourteen (14) weeks of the commencement of implementation of Payroll Services.</p>
Workforce Now Comprehensive Payroll Support Team			
Payroll Specialists	<p>ADP Payroll Specialists coordinate the administration of Payroll Services on an ongoing basis, including payroll processing and administration activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical payroll events during the year (e.g., year-end processing)</p>		<p>Client shall adhere to the Comprehensive Payroll timeline as documented in the Client SOP.</p>

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Time and Attendance Managed Services	Time and Attendance module (Comprehensive Payroll Services includes ADP Essential Time. ADP Enhanced Time is available for an additional charge),	ADP provides access to and set-up of the Time and Attendance module ("TA module"), an ADP web-hosted time and attendance system that uses the Internet to automate employee time and attendance record keeping, including best practice recommendations about integration of the Time and Attendance Module.	Provide to ADP Client business rules and policies for time capture, changes in organizational structure, etc. required to set-up and maintain TA module.
	Time collection and Reporting	<p>Identify and escalate any error exception(s) to designated client contact.</p> <p>Identify error exceptions per agreed upon guidelines/ thresholds and escalate to Client.</p> <p>Reconcile escalations per Client guidance but ADP will not make adjustments to Client data within the TA module.</p> <p>Create time data batch and submit to payroll.</p>	<p>Collect employee time according to Client business rules and policies within the appropriate payroll schedule.</p> <p>Client assigns employees to work schedules within TA module.</p> <p>Review and approve employee time data; notify employees and reconcile error exceptions and discrepancies in accordance with Client business rules and policies.</p> <p>Designated client contact must assign a secondary contact if unavailable for scheduled call/contact</p> <p>Respond to escalations as needed for approval per agreed upon schedule.</p> <p>Client is responsible for all time entries, adjustments and approvals.</p>

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Payroll Administration	The complete details of the Comprehensive Payroll Timeline will be documented in the Client Standard Operating Procedures. All HR-related changes must be submitted 5 business days prior to Client's check date and all time and attendance records must be approved 4 business days prior to the Client's check date, at the deadline designated by ADP.	ADP provides services and resources to the Client related to the administration of payroll. Provides problem management resolution for payroll problems/issues (includes case management, escalation and reporting) from both Client and Client employees and managers. ADP communicates errors and corrective actions including reporting on open items.	Client supports ongoing processes, conducts strategic planning, develops Client business rules and policies and notifies ADP of any Client procedural or organizational changes affecting the Payroll Services. Client assists in resolving issues escalated by ADP in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Cost allocations	ADP maintains costing definitions to permit cost allocations from payroll data. ADP maintains all tables supporting the payroll function.	Client defines labor costing and distribution codes and rules and provides to ADP.
	Payroll Calendar/Schedule and Maintenance	ADP will apply and configure payroll calendars and cycles based on information provided by Client. ADP will update schedule as requested by client per established update process.	Client defines timekeeping schedules, payroll calendars and cycles in accordance with parameters provided by ADP. Client will inform ADP of all changes to schedules, calendars, or cycles that impact payroll in a timely manner and in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: <ul style="list-style-type: none"> • Earning types • Deduction types • Mass changes • Rate changes • Organizational changes • Accumulators and work rules; and • Other updates as required.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: <ul style="list-style-type: none"> • Earning types • Deduction types • Mass changes • Rate changes • Organizational changes • Accumulators and work rules; and • Other updates as required.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
	Event Processing	Based on information provided by Client, ADP processes changes related to Clients' employees.	Client enters data in ADP Workforce Now or a designated ADP format (pre-audited and import ready) in a timely manner for the following Client employee changes: <ul style="list-style-type: none"> • Terminations • Leaves of absence • Transfers and promotions • Status changes • Hire/rehire • Client organizational changes; and • Other updates as required.
	Employee Record Setup and Maintenance	ADP will: <ul style="list-style-type: none"> • Process submitted and approved employee changes • Process new employee pay/time file setup • Collect and process employee pay file changes • Process direct deposit enrollments and changes • Manage and maintain payroll database and payroll records • Process mass changes • Import files that are in pre-audited, approved-ADP format ADP will set up the tax validation tables based on Client's direction Provide guidance and best practices	Client will: <ul style="list-style-type: none"> • Enter and approve employee changes • Provide special payment information (e.g., one-time or infrequent payments such as bonuses or sales commissions, etc.) • Provide ADP with pre-audited, approved ADP formatted import files Client will provide all applicable employee level tax coding
	Paid Time Off (PTO)	Provide modules to track employees' paid time off based on Client's PTO policy.	Provide PTO policy information and exceptions. Provide updates and changes in PTO policy to ADP. Client is responsible for reconciling employee PTO balances and tracking, including balance issues.
Payroll Processing	Payroll Module	Provide payroll processing module for calculation of gross to net processing through ADP's proprietary software	Client agreement to not make changes within the payroll module
	Gross to Net	Provide and maintain module to calculate gross to net pay, including deductions.	Client will provide applicable information to set up earnings and deductions for the calculation.

Services	Service Specifics	Roles and Responsibilities	Client
		ADP	Client
<p>Payroll Services</p>	<p>Pay Processing and Off-Cycle Processing</p> <ul style="list-style-type: none"> • Manual Checks • Retro Adjustments • Bonus/Supplemental Pay <p>If an additional payroll processing is required, such processing shall be subject to additional cost.</p>	<p>ADP will process Client's payroll data as follows:</p> <ul style="list-style-type: none"> • Input into and verify pay data in payroll module • Calculate retroactive pay adjustments for exempt employees, being paid a fixed salary, within sixty (60) days of the current pay period begin date • <i>Calculating retroactive pay adjustments for all employees beyond the sixty (60) day threshold will be done by work order only – additional fees will apply</i> • Process prorated payments per data provided by Client • Process off-cycle payrolls as requested by Client or as deemed necessary by ADP • Provide Client access to off-cycle payroll data via online reporting tools • Update payroll balances and accumulators, as needed per request from Client • Process required earnings or deduction adjustments to reflect accurate system or control information within the module (primarily system tables or processing tables) • Provide summary reporting on deductions and payments • Submit and reconcile statutory deductions • Create benefit deductions per data provided by Client <p>If ADP performs an off-cycle payroll, payroll amendment or issues manual checks at Client's request, additional fees may apply.</p>	<p>Client will:</p> <ul style="list-style-type: none"> • Notify ADP of upcoming off-cycle processing changes and coordinate processing, including submission of data in required format • Calculate and provide data to ADP for retroactive pay adjustments required for all nonexempt employees, paid hourly or by fixed salary • Calculate and provide data to ADP for retroactive adjustments required for all exempt employees being paid a fixed salary outside the sixty (60) day window or in mid-payroll cycle • Calculate and provide data to ADP for all employees for all overtime retroactive pay calculations • Provide ADP with data for prorated payments • Provide ADP with data needed to calculate mid-cycle or retroactive adjustments for benefit deductions <p>If a manual check is required, the Client Payroll Contact must submit the Manual Check Request to the ADP Payroll Specialist. The ADP Payroll Specialist will calculate the check, provide the Client Payroll Contact with the net pay and update the ADP Workforce Now® Payroll module with the next payroll. The Client Payroll Contact is responsible to issue a manual check in house from its own check stock or print such manual check within ADP Workforce Now.</p>

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Payment Services	Checks and Direct Déposit	<p>Provide TotalPay, which includes Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) and ADPCheck.</p> <p>Prepare pay deposits or checks for employees.</p>	<p>Client ensures that sufficient funds are available in Client's designated account for direct debit to ADP's designated account, or transferred by means of wire transfer to ADP's designated account, as applicable, within specified deadlines to satisfy all of Client's payroll obligations and off-cycle processing.</p> <ul style="list-style-type: none"> Client ensures that employees may not cash checks prior to check dates. Noncompliance with this request will result in additional fees to Client
	Stop Payments/Voids	ADP will process stop payments and voids as directed by Client.	Client will notify ADP of need for stop payments and voids and provide data to identify specific payment(s) impacted.
	Reversals	Process reversals as directed by client within the current pay period or as funds are available.	<p>Notify ADP of need for reversals and provide data to identify specific payment(s) impacted.</p> <p>Client is responsible for collection of overpaid funds.</p>
	Payments to Third Party Vendors		Client is responsible for payments to third party vendors.
	Reconciliation	For funds paid using TotalPay and/or ADPCheck, ADP will reconcile all payments issued.	Client will be responsible for reconciliation of payments issued outside of TotalPay and ADPCheck
Payroll Tax Filing	Payroll Taxes	<p>File and deposit federal and state payroll taxes on Client's behalf in jurisdictions where ADP is authorized.</p> <p><i>Forms W-2 are provided at an additional fee.</i></p>	<p>Review and approve final payments for payroll tax services.</p> <p>File and deposit payroll taxes for jurisdictions where ADP is not authorized</p>
Payroll Compliance	<p>Quick Reference Guides</p> <p><i>Note: The offering does not include legal advice or guidance.</i></p>	<p>Access to Quick Reference Guides for each of the fifty (50) United States, which include a summary of the top compliance issues for Client's review and application.</p> <p>ADP reviews payroll trends and evaluates and communicates payroll best practices and guidance through various forms of communication, such as Payroll Alerts</p>	<p>Client remains responsible for its compliance with all applicable laws.</p> <p>Client remains responsible for action required in communications issued to Client in the various forms of communications, such as Payroll Alerts.</p> <p>The Comprehensive Payroll Services are not designed to take into account payroll laws in local jurisdictions.</p>

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
HR, Payroll and Benefits Reporting Tool	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data.	<p>Provide tools for reporting and support.</p> <p>If Client requires additional assistance in developing reports, ADP will assist in Client's efforts to create reports but will not be responsible for Client's report writing requirements.</p>	Utilize reports and reporting tools as needed to support business needs.
Payroll Interfaces	General Ledger ("GL") Interface	<p>Maintains system to create expense information file.</p> <p>Provides access and system to create file that contains expense information that can be entered into the more popular general accounting programs.</p> <p>Communicates any payroll related changes that may impact field mapping.</p>	<p>Generates file and imports to financial system as needed.</p> <p>Maintains mapping of payroll fields to financial system fields.</p> <p>Communicates any mapping updates that impact payroll processing to ADP.</p>
	Payroll Outbound Interfaces	<p>Create/Run interface file per the payroll schedule and agreed upon format (<i>custom programming fees may apply</i>).</p> <p>Provide file to designated Client contact.</p>	<p>Provide initial file/setup requirements and formats for each interface.</p> <p>Provide updates to ADP for any changes to file/setup requirements.</p> <p>Maintain and resolve data accuracy for transferred files.</p>
International and Expatriate Employees	The rules around wage and tax withholding and reporting for Expatriates (U.S. employees working outside the U.S.) and Foreign Nationals (employees from foreign countries working in the U.S.) are complex and require a high level of coordination from Client's payroll, benefit and human resources contacts. ADP will have no responsibility or liability with respect to any payroll calculations, including tax withholding, for Expatriates or Foreign Nationals		Client must have a detailed written policy for compensation of these types of employees and should work with a legal and tax professional due to the complexity of the compensation and taxation at the federal and state level.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
	Expatriates (U.S. employees working outside of the U.S.)	<p>ADP will process payroll for Client to expatriates via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client.</p> <p>ADP will reasonably assist Client in producing reports requested by Client.</p>	<p>Client must calculate all compensation, including all earnings types, deductions and tax withholdings on global assignments. These calculations include, but are not limited to: cost of living adjustments, hypothetical tax calculations, housing costs, living allowances, state tax issues, tax equalization, tax protection, etc.</p> <p>Client must provide all necessary information for these employees (including earnings, tax withholding, deductions, etc.).</p>
	Foreign Nationals (Foreign employees working in the U.S.)	<p>ADP will process payroll for Client to foreign nationals via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client.</p>	<p>Client must verify eligibility to work in the U.S.</p> <p>Client must verify VISA and pay requirements under VISA regulations.</p> <p>Client must provide tax withholding guidance for income and Social Security withholdings which may be different for each employee and each type of VISA and country of origin.</p> <p>Client must accurately perform the aforementioned withholdings calculations (typically performed by a third party) to provide ADP with the appropriate direction.</p> <p>Client will monitor hours worked and all events that require tax and other compensation changes and will notify ADP of such changes when required.</p>
Payroll Processing – Puerto Rico	All hourly and salary non-exempt employees shall be paid on an accrual basis on a bi-weekly pay schedule.		<p>Calculate and supply compensation amounts on such events as holiday bonus pay, etc. (on an individual employee basis). These amounts must be supplied to ADP in an appropriate format provided by ADP in accordance with the timeline determined solely by ADP.</p> <p>Client must submit all requests including Form 499R-4.1 in the English language.</p> <p>Client is responsible for compliance with all Puerto Rico requirements. ADP does not provide compliance guidance for Puerto Rico.</p>

Form 1065 (Schedule K-1) Partner's Share of Income, Deductions, Credits, etc.			Client will be responsible,
Services			
Service Specifics		Roles and Responsibilities	
		ADP	Client
Payroll Services			
Form 8922 – Third Party Sick Pay Recap	Special rules apply to the reporting of sick pay payments to employees. How these payments are reported depends on whether the payments are made by the employer or a third party, such as an insurance company.	ADP will establish a separate company code if the Client requires the Form 8922. Pay data will be processed to capture the information required on the form. The Form 8922 will be printed at the end of the tax year and sent to the Client for filing with the IRS.	Client must consult with third party plan administrator to determine if plan administrator or ADP will be issuing the employee Forms W-2 and who will be required to file Form 8922. Client understands ADP does not provide tax filing services for Form 8922.
Form 1099-MISC Workers	ADP shall process the payments for the Client's nonemployee workers and annually prepare Forms 1099-MISC for the Client's nonemployee workers ("1099 Workers") as requested by Client for an additional fee. The 1099 Workers must all be listed under a separate control (company code).	ADP will not provide any Wage Garnishment Processing Services (WGPS) or Full Service Garnishment Services for the 1099 Workers.	Client will be responsible for, among other things: (i) compliance with orders to withhold and remittance of amounts demanded for any type of garnishment; (ii) all lien interpretation; (iii) responses to initial orders; and (iv) preparation and transmittal of all employee termination and leave of absence notifications to the appropriate agencies.
Employees located in the US Territories and Caribbean, including Puerto Rico, Guam, and US Virgin Islands	Outside the scope of services under the Comprehensive Payroll offering.		Client must manage all related processing on their own in a separate company code, with separate FEIN. ADP does not provide any payroll compliance support.
Tax Registration Services			
Relevant and Required Information		ADP shall obtain relevant and required information to complete online or paper registration applications.	Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services.
Submission of Applications	Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.	ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.	Client may need to provide a signed Power of Attorney (POA) or Reporting Agency Authorization (RAA) when needed by ADP for it to obtain account number and status information from an employment tax jurisdiction.
Communications	ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process.	ADP is not responsible for P&I based on timeliness of receipt of the client's ID number.	Client must promptly provide ADP with any communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for an account number.

SCHEDULE 2 TO ANNEX D

ADP Wage Garnishment Services - Statement of Services

This matrix defines the responsibilities of ADP in delivering Garnishment Services to Client, and also highlights the responsibilities remaining with Client. Please note that all services are provided in accordance with standard ADP processes and methodologies, and are therefore is subject to change in the reasonable discretion of ADP.

Garnishment Services		Responsibility			
Area	Task / Activity	ADP	Client	Third Party	Notes
Garnishment Services Implementation	Provide wage garnishment data in single electronic file in ADP standard format, along with copies of all associated original garnishment orders; resubmit data if original data is returned by ADP		✓		
	Complete data conversion test and return any data errors to Client for analysis and resubmission	✓			
	Validate results of data conversion test		✓		
ADP Wage Garnishment Administration	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and "unable to withhold" notifications.		✓	✓	NOTES: • ADP assumes garnishments provided to ADP are valid • Garnishment orders may be provided by Client or Client-authorized third party(ies) Garnishment-related documents received from third parties will be processed by ADP as defined below
	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	✓			
Employee Communications	Notify Client employee of garnishment order and/or wage attachment requirements	✓			
Non Court-Filed Communications	Complete and send notifications directly to applicable third party(ies)	✓			

Garnishment Services		Responsibility			
Area	Task / Activity	ADP	Client	Third Party	Notes
Court-Filed Communications	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply ("flash") Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	✓			NOTES: <ul style="list-style-type: none"> • In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality • CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court: <ul style="list-style-type: none"> - Interrogatory (basic form type that do not require any legal interpretation) - Answer of continuing lien - Employee copy of continuing lien - Notice of unable to withhold - Notice of employee termination - Notice of employee not on file Final answer
	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets pre-populated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail	✓			
	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		✓		
Garnishment Disbursement and Funding	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	✓			
	Fund garnishment payments; process garnishment payments associated with bonus/one-time withholding orders and deductions		✓		

1. **Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. The following terms shall apply to Essential ACA Services.
 - 1.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
 - 1.2 **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the "Client ACA Liaison"), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 1.3 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 1.4 **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

Employment Verification Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement. The following additional terms and conditions shall apply:

1 Verification Services and Authorization as Agent.

- 1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "**Verification Agent**"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "**Verification Data**"), to commercial, private, non-profit and governmental entities and their agents (collectively, "**Verifiers**"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq ("**FCRA**"), and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
- 1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("**Notice to Furnishers**").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon ninety (90) days prior written notice to Client.
- 1.4 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

- 2 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon ninety (90) days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

1 Onboarding Services (including ADP Workforce Now Ei-9 Services). The following additional terms and conditions apply to the ADP Workforce Now Ei-9 Services ("WFN Ei-9 Services") that are part of ADP Workforce Now Onboarding Services.

1.1 Use of Services. In order to receive the WFN Ei-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:

1.1.1 Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the "DHS"), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "I-9 Handbook"), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

1.1.2 Client is responsible for reviewing reports available to Client on the WFN Ei-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

1.2 ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:

1.2.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

1.2.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

1.2.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN Ei-9 Service.

1.2.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 7.1.2.

1.2.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

1.2.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

1.3 Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN Ei-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN Ei-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

1.4 Form I-9 Section 3. For the avoidance of doubt, Client understands and agrees that the WFN Ei-9 Services do not support Form I-9 Section 3 for Reverifications and Rehires; if needed, Client must complete Section 3 outside of WFN Ei-9 Services.

ADP shall provide to Client certain professional services for the conversion and import of historical hours data as indicated on the Sales Order (the "ACA Professional Services"). As a condition to receiving the ACA Professional Services, Client will be subject to the additional terms and conditions of this Annex X.

- 1 **ADP Resources.** ADP shall select resources including subcontractors that, in ADP's reasonable business judgment, are qualified to perform the ACA Professional Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an "ADP Resource"). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP's employees or contractors, and shall not for any purpose be considered Client's employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 **Fees and Expenses.** Client shall pay ADP for the ACA Professional Services at the rates specified in the Sales Order or Statement of Work as applicable.
- 3 **Billing:** ADP shall invoice Client for all ACA Professional Services fees upon the completion of the ACA Professional Services, unless such ACA Professional Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice Client on a monthly basis for such Services rendered. ADP shall invoice Client in the same manner for any associated expenses incurred by ADP Resources.
- 4 **Limitations of Liability.** The provisions of this paragraph supplement the limitation of liability provisions contained in Section 6 of Annex A and shall govern with respect to the ACA Professional Services. **Notwithstanding anything to the contrary herein, ADP's sole liability to Client hereunder for monetary damages shall not exceed the aggregate amount of fees paid to ADP hereunder for the ACA Professional Services.**
- 5 **Completion of ACA Professional Services.** Upon completion of the ACA Professional Services, Client will immediately notify ADP if the ACA Professional Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The ACA Professional Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the ACA Professional Services.
- 6 **Additional Termination Provisions.** The provisions of this paragraph supplement the termination provisions contained in Section 8 of Annex A and shall govern with respect to the ACA Professional Services. Either party can terminate ACA Professional Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of this Annex by either party for any reason, all fees and expenses for the ACA Professional Services incurred by Client prior to the termination date shall become immediately due and payable.



Reporting Agent Authorization
(State Limited Power of Attorney &
Tax Information Authorization)

(In accordance with Internal Revenue Service Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
4 If you are a seasonal employer, check here.... <input type="checkbox"/>		

Tax Filing Service

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)
CITY OF SOUTH PASADENA

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address (number, street, and room or suite no.) City or town, state, zip and country
1414 Mission St South Pasadena, CA, 91030, United States

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057, 800-235-7212

Authorization of Reporting Agent to Sign and File Returns

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940 _____ Tax Year	941 _____ Qtr/Yr	940-PR _____ Tax Year	941-PR _____ Qtr/Yr	941-SS _____ Qtr/Yr	943 _____ Tax Year
943-PR _____ Tax Year	944 _____ Tax Year	944-R _____ Tax Year	945 _____ Tax Year		

Authorization of Reporting Agent to Make Deposits and Payments

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940 _____ Mo/Yr	941 _____ Mo/Yr	943 _____ Mo/Yr	944 _____ Mo/Yr	945 _____ Mo/Yr
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Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notice and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9.

10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS.

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2 _____ Tax Year	1099 _____ Tax Year
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State and Local Authorization

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in section 8 and all returns filed and deposits made by ADP from the date hereof.

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper.

Qtr/Yr

<p>Authorization Agreement</p> <p>I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If Line 8 is completed, the Reporting Agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.</p>	<p>13 Signature of Taxpayer or Authorized Representative</p> <p>I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.</p> <p>Name (Required)</p> <p>Title</p> <p>Signature (Required)</p> <p>Date (Required)</p>
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For Privacy Act and Paperwork Reduction Act notice, see attached.
TX-6831 Revised: 12/08/2007
UZA

INSTRUCTIONS: Only one Limited Power of Attorney (LPOA) per federal ID number is required. Do not submit multiple LPOAs for a federal ID number. However, if the taxpayer uses more than one federal ID number, a separate LPOA must be submitted for each.

1.	Company Code: Enter the client's three- or four-character company code
2.	Branch: Enter the client's two-character region branch code
3.	Federal ID Number: Enter the nine-digit Employer Identification Number (EIN) issued by the IRS to each employer. The number provided by the client must be verified against one of the following sources, in order of priority: 1) Form 941 original or copy with pre-printed name and address; 2) CP129, EFTPS "Mandate Letter"; 3) CP575 Verification of an EIN; 4) Internet SS-4 IRS screen print of issued EIN; 5) CP148 Notice of Name and/or Address change; 6) CP136 or 137, Frequency Notification; 7) Pre-printed Form 9779, Business Enrollment Form (for EFTPS); 8) FTD Coupon, (Form 8109), or FTD Address Change (Form 8109C) with a revision date of 01-94 or later.
4.	Seasonal Employer: Mark this box if this client is a seasonal employer. (Seasonal is defined as less than four 941s per year.)
5.	Taxpayer Legal Name: Enter the client's legal name in ALL CAPITAL LETTERS. This must match the name on the IRS file. The first name line on an IRS source document listed in #3 above must be entered on the LPOA form. Only the first 35 characters of the first name line are used. Include spaces, ampersands, and hyphens; do not include other punctuation such as slashes, commas, or periods. Do not use the word THE as the first word unless it is followed by only one other word. Include legal/formal suffixes with individual names (MD, PHD, CPA, JR, SR, III, etc.), but do not include general/informal titles such as owner, accountant, attorney, etc. See examples below.
6.	DBA Name: Enter the taxpayer's Doing Business As (DBA) or Trading As (TA) name, if one is used. Follow the same instructions as shown in #5 above, and see examples below. Do not enter DBA or TA on this line; show the name only.
Master's Plumbing and Air Conditioning Service	
M A S T E R S P L U M B I N G A N D A I R C O N D I T I O N	
A & J Construction Co.	
A & J C O N S T R U C T I O N C O	
Sandra J. White, MD Family Health Care	
S A N D R A J W H I T E M D	
Mary Smith-Bennett, Owner DBA Mary's Bike Shop	
M A R Y S M I T H - B E N N E T T	
Murphy/Mason Realty, Inc.	
M U R P H Y M A S O N R E A L T Y I N C	
The Linden Co.	
L I N D E N C O	
The Linden	
T H E L I N D E N	
7.	Address: Enter client's primary business location.
8.	Authorization of Reporting Agent to Sign and File Returns: For 940, 940-PR, 943, 943-PR, 944, 944-PR, and 945, enter the first tax year (2007, 2008, etc.) ADP will start the annual filing. For forms 941, 941-PR and 941-SS, enter the quarter and year (4/07, 1/08, etc.). ADP will file this return for the first time.
9.	Authorization of Reporting Agent to Make Deposits and Payments: For deposits, enter the first month of the quarter and year (1/06, 4/06, 7/06, and 10/06) ADP will make any deposit, regardless of the tax type provided.
10a. 10b.	Disclosure of Information to Reporting Agent: These premarked boxes will allow ADP to receive a copy of notices and other communication from the IRS related to the authorization granted on Line 8 and/or Line 9. It also allows ADP to obtain verification of client name and/or FEIN by calling the IRS Practitioner Priority Services line (PPS) at (866) 860-4259.
11.	Form W-2 Series or Form 1099 Series Disclosure Authorization: For W-2/1099, enter the first year ADP is authorized to discuss the W-2/1099 information with the IRS. (This includes Form 1099R and Form 1099-MISC.)
12.	State and Local Authorization: Enter the quarter and year (4/07, 1/08, etc.), ADP will file this return for the first time.
13.	Signature of Taxpayer or Authorized Representative: After reading the Authorization Agreement, an officer of the company must enter his/her name and title as appropriate and then sign and date the LPOA. (The sole proprietor of a business or the member of a partnership will not have a title to show here.) The name, signature, and date must be entered.

Federal Forms:

- 940 Employer's Annual Federal Unemployment (FUTA)
- 940-PR Employer's Annual Federal Unemployment (FUTA) – Puerto Rico
- *941 Employer's Quarterly Federal Tax Return
- 941-SS Employer's Quarterly Federal Tax Return for American Samoa, Guam, Northern Mariana, and Virgin Islands
- 943 Employer's Annual Federal Tax Return for Agricultural Employees
- 943-PR Employer's Annual Federal Tax Return for Agricultural Employees – Puerto Rico
- 944 Employer's Annual Federal Tax Return
- 944-PR Employer's Annual Federal Tax Return – Puerto Rico
- 945 Employer's Quarterly Federal Tax Return for NW2 Employees

*Recommend marking both 941 and 944 for new and small employers.



CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

CLIENT NAME: CITY OF SOUTH PASADENA BRANCH: CO. CODE:

ADDITIONAL APPLICABLE COMPANY CODES:

With respect to the services for which ADP, LLC ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services")...

DEBIT METHOD (Check Applicable Box):

Note: ACH method will be used to collect all service fees

- Reverse Wire
ACH (Please refer to the ACH Debit Filter page for Bank Authorization/Setup)
Reverse Wire (Over ACH Limit)

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this agreement.
BANK is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. NOTE: CLIENT electing ACH may be contacted by an ADP representative to make arrangements for a wire transfer of funds for impounds exceeding the established dollar limit for processing by ACH. Such dollar limit shall be determined by ADP in its sole discretion.
In the event a single impound exceeds the established threshold for ACH processing, CLIENT agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire Instructions on the Debit Filter of this Agreement.

BANK INFORMATION:

*FSDD & ADPCheck funds must be debited from the same account

- Payroll Taxes FSDD* ADPCK* Aline Pay ACA WGPS Wage Garnishment 401K Workers Comp Other

Form with fields: BANK Transit/ABA #, BANK Account #, Bank Name, BANK Contact, BANK Address, BANK Phone, and checkboxes for Reverse Wire, ACH, and Reverse Wire (Over ACH Limit).

- Payroll Taxes FSDD* ADPCK* Aline Pay ACA WGPS Wage Garnishment 401K Workers Comp Other

Form with fields: BANK Transit/ABA #, BANK Account #, Bank Name, BANK Contact, BANK Address, BANK Phone, and checkboxes for Reverse Wire, ACH, and Reverse Wire (Over ACH Limit).

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

Same bank information as above

Form with checkbox for Fees for Service (ACH Debit Method) and fields: BANK Transit/ABA #, BANK Account #, Bank Name, BANK Contact, BANK Address, BANK Phone.

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR ALINE PAY IS INDICATED ABOVE:

Table with 5 columns: Est. No. of Employees, Est. Net Payroll, FSDD Start Date, ADPCK Start Date, Federal ID #



In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

CLIENT acknowledges and agrees that (i) ADP Payroll Services Inc. ("ADPPSI"), a licensed money transmitter, is responsible for providing the money transmission services hereunder and is a party to this Agreement and (ii) ADP's provision of services hereunder shall be deemed acceptance of this Agreement by ADP and ADPPSI. Exhibit B, to the extent applicable, contains information related to how to file a complaint in connection with the money transmission services.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on Client's behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature: _____ Date: 10-24-2018

CLIENT Representative Name & Title: _____
 (Must be an authorized signatory on the accounts listed above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CLIENT CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account (DDA) #
Bank Name	Starting Check Number:
BANK Address	



ACH

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Services), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's FSDD, ADPCheck, Aline Pay, Instant Pay Services or Workers Compensation), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS or Garnishment Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), must be on deposit in the applicable DDA Account no later than the applicable date(s) specified within the contractual agreement between ADP and CLIENT for the applicable services. ADP will cause such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP).

In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

ALINE Pay, FSDD, ADPCheck, WGPS, Garnishment Services, EBTS, Benefit Services, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	323269036	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Tax Services	021001033	00416217	Reverse Wire Impound

Tax & 401(k)

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	9102628675	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Payroll Tax Deposit	021001033	00153170	Reverse Wire Impound

Workers' Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	One Chase Manhattan Plaza New York, NY 10005	ADP Tax Services	021000021	304939315	Reverse Wire Impound

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, all CLIENT third- party payments (e.g., vendor payments) and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH transactions without first (i) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (ii) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.



EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

EXHIBIT B

California Clients see below for information about filing complaints about the money transmission service:

If you have any complaints regarding money transmission activities, please contact California Department of Business Oversight at:

**Department of Business Oversight
Attn: Consumer Services
1515 K Street, Suite 200
Sacramento, CA 95814
Telephone: (866) 275-2677
Email: consumer.complaint@dbo.ca.gov**



ACH Debit Filters – ADP Company ID's

What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0091600238	S133036745
JPMorgan Chase	ACH	1223006057	U223008057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

*IAT = International ACH Transaction

ADDENDUM
to
ADP WORKFORCE NOW® COMPREHENSIVE SERVICES MASTER SERVICES AGREEMENT
between
ADP, LLC
And
CITY OF SOUTH PASADENA

This Addendum, made as of the ____ day of _____ 2018, by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and City of South Pasadena, with a principal place of business at 1414 Mission St., South Pasadena, CA 91030 ("Client"), contains changes, modifications, revisions and additions to the ADP Workforce Now® Comprehensive Services Master Services Agreement dated of even date herewith between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 11.4 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "Invoicing" is hereby amended by replacing the penultimate sentence with the following: "Client will pay the amount on each invoice or such other similar document by check in full within thirty (30) days of notification."
2. Section 11.7 of Annex A – General Terms and Conditions of the Agreement, titled "Postage, Shipping Travel and out-of-pocket expenses" is hereby amended by adding "approved by the Client" after the words "reasonable travel and out-of-pocket expenses".
3. Section 15.12 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "Governing Law" is hereby amended by replacing "New York" with "California" in the first sentence.
4. Section 15.13 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement, titled "Jurisdiction" is hereby amended by replacing "New York, New York" with "the nonmoving party" in the first and second sentences of the Section.
5. Section 15 of **ANNEX A – GENERAL TERMS AND CONDITIONS** of the Agreement titled "Miscellaneous" is hereby amended by adding the following Section:
 - a. **National IPA.** Pursuant to a competitive procurement process National IPA (formerly The Cooperative Purchasing Network, or TCPN) selected ADP for the award of Contract No. R151901 for Managed Services effective May 1, 2016, through April 30, 2019. Client hereby enters into this Agreement for the **Services** pursuant to the National IPA competitive selection of ADP.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

CITY OF SOUTH PASADENA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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