



**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, February 21, 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 Acting 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. Existing Litigation

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

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

C. Public Employee Performance Evaluation

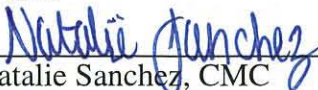
PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957(b)(1):

Title: City Manager

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

2/15/2018

Date


Natalie Sanchez, CMC
Acting 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, February 21, 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.
- INVOCATION:** Councilmember Michael A. Cacciotti
**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*
- PLEDGE OF ALLEGIANCE:** Councilmember Michael A. Cacciotti
- 1. CLOSED SESSION ANNOUNCEMENTS:** A Closed Session Agenda has been posted separately

PRESENTATIONS

- 2. Presentation by the Pasadena Humane Society on Available Animal Adoptions**
- 3. Merchant Minute**

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

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 Acting Chief City Clerk prior to the meeting. At this time, the public may address the City Council on items that are not on the agenda. Pursuant to state law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

In order to address the City Council, please complete a Public Comment card. Time allotted per speaker is three minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR

7. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 201775 through 201826 in the amount of \$194,871.09; General City Warrants Nos. 201828 through 201917 in the amount of \$630,163.58; Payroll dated February 9, 2018, in the amount of \$612,294.18.

8. Monthly Investment Reports for December 2017

Recommendation

Receive and file the Monthly Investment Reports for December 2017.

9. Discretionary Fund Request from Councilmember Cacciotti for the Purpose of Purchasing Bicycle Lights for the Metro Bicycle Friendly Business District Bike San Gabriel Valley Pilot Program

Recommendation

Approve the Discretionary Fund request by Councilmember Cacciotti designating \$250 for the purpose of contributing to the purchase of bicycle lights for the Metro Bicycle Friendly Business District's Bike San Gabriel Valley Pilot Program.

10. Mid-Year Financial Report for Fiscal Year 2017-18

Recommendation

1. Appropriate from General Fund Reserves \$5,000 to Account #101-1020-1022-8040 Elections Advertising, \$45,000 to Account #101-1020-1022-8170 Elections Professional Services, and \$50,000 to Account #101-2010-2013-8160 Personnel Legal Services.
2. Receive and File the Mid-Year Financial Report for Fiscal Year 2017-18.

11. Award of Contract to American Asphalt South, Inc., for the Construction of the Mission Street Improvement Project

Recommendation

1. Accept a bid dated January 30, 2018, from American Asphalt South, Inc., for the construction of the Mission Street Improvement Project.
2. Reject all other bids received.
3. Authorize the City Manager to enter into a contract for an amount not-to-exceed \$231,075.

12. Accept a Grant from the County of Los Angeles and Enter into a Memorandum of Understanding with the San Gabriel Valley Council of Governments to Hire a Regional Consultant for the Development of a Homeless Plan

Recommendation

1. Accept a \$30,000 grant from the County of Los Angeles for the creation of a homelessness plan.
2. Authorize a Memorandum of Understanding with the San Gabriel Valley Council of Governments to use grant in hiring a regional consultant to develop homeless plan.
3. Authorize the City Manager or her designee to execute related agreements.

13. Approval of a California Department of Transportation’s Sustainable Communities Grant Application to Fund an Active Transportation Plan

Recommendation

Authorize the City Manager to apply for a California Department of Transportation Sustainable Communities Grant in the amount of \$250,000 to fund a City of South Pasadena Active Transportation Plan.

PUBLIC HEARING

14. Public Hearing to Receive Objections or Protests to the Vegetation Management Program Regarding the Abatement of Weeds, Brush, Rubbish and Refuse Upon or in Front of Specified Property in the City and Authorizing by Minute Order the Abatement of Hazardous Vegetation

Recommendation

After holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7545, adopt by motion an order directing the abatement of hazardous vegetation.

ACTION/DISCUSSION

15. First Reading and Introduction of an Ordinance Amending Chapter 21A (Skateboards and Skateboard Parks) of the South Pasadena Municipal Code

Recommendation

Read by title only for first reading, waiving further reading, and introduce an Ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, amending Chapter 21A (Skateboards and Skateboard Parks) of the South Pasadena Municipal Code” regarding procedures and requirements for proper usage of the Skateboard Park, in accordance with California State Assembly Bill 1146 (AB 1146) Skateboard Parks and CA Health and Safety Code Section 115800.

16. Approval of Lease Agreement with San Pascual Stables, LLC, for the Operation of the San Pascual Stables

Recommendation

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

17. Award of a Multi-Year Contract to West Coast Arborists Inc., for Urban Forestry Services in an Amount Not-to-Exceed \$375,000

Recommendation

Award a multi-year contract to West Coast Arborists Inc. for Urban Forestry Services and authorize the City Manager to execute the attached Services Agreement in an amount not-to-exceed \$375,000.

18. Approve the City of South Pasadena’s Default Energy Mix of Fifty Percent Renewable Energy Option for the Clean Power Alliance of Southern California

Recommendation

Approve the City of South Pasadena’s default energy mix of fifty percent option renewable energy for the Clean Power Alliance of Southern California, formerly known as Los Angeles Community Choice Energy.

COUNCILMEMBERS COMMUNICATIONS (continued)

ADJOURNMENT

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

March 7, 2018	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 21, 2018	Regular City Council Meeting	Council Chamber	7:30 p.m.
April 13, 2018	Strategic Planning Meeting	Senior Center	2:00 p.m.
April 18, 2018	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

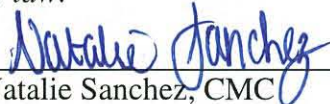


The City of South Pasadena wishes to make all of its public meetings accessible to the public. Meeting facilities are accessible to persons with disabilities. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230. Upon request, this 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.

2/15/2018

Date



Natalie Sanchez, CMC
Acting Deputy City Clerk

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018
 TO: Honorable Mayor and City Council
 VIA: Stephanie DeWolfe, City Manager *SD*
 FROM: David Batt, Finance Director *DB*
 SUBJECT: **Approval of Prepaid Warrants and Wire Transfers in the Amount of \$194,871.09 General City Warrants in the Amount of \$630,163.58 and Payroll in the Amount of \$612,294.18**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 201775 – 201826 \$ 194,871.09

General City Warrants:

Warrant # 201828 – 201917 \$ 630,163.58

Payroll 02-09-18 \$ 612,294.18

Wire Transfers \$

RSA:

Prepaid Warrants \$

General City Warrants \$

Total \$ 1,437,328.85

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 02-09-18
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 02.21.18 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	86,404.71	89,906.15	313,370.82
Insurance Fund	103		855.00	
Street Improvement Program	104			
Facilities & Equip.Cap. Fund	105	29,645.67		
Local Transit Return "A"	205	942.81		8,416.43
Local Transit Return "C"	207	400.64	2,367.66	5,362.36
TEA/Metro	208			
Sewer Fund	210	9.16	359.15	10,639.19
CTC Traffic Improvement	211			
Street Lighting Fund	215	4,284.56	401.99	5,746.72
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	530.77	2,163.49	13,448.62
County Park Bond Fund	232	102.04		
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248			
Golden Streets Grant	249			
Capital Growth Fund	255			
CDBG	260		4,443.34	
Asset Forfeiture	270			
Police Grants - State	272	8,350.05		
Homeland Security Grant	274			
Park Impact Fees	275			
HSIP Grant	277		13,563.96	
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		511,567.70	122.94
Water Fund	500	49,421.76	4,535.14	46,493.46
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550			
Payroll Clearing Fund	700	14,778.92		208,693.64
Wire Transfer - Various Funds				
Column Totals		194,871.09	630,163.58	612,294.18
City Report Totals			1,437,328.85	

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

Amounts		
Prepaid	Written	Payroll
194,871.09	630,163.58	612,294.18
Grand Report Total	1,437,328.85	

Richard D. Schneider M.D., Mayor


David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Voided Checks

201353 \$100.00

201776 \$261.39

Spoiled Checks

201827

Accounts Payable

Check Detail

User: mfestejo
 Printed: 02/14/2018 - 1:28PM



Check Number	Check Date	Amount
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AFLA7010 - AFLAC Line Item Account

201775 02/01/2018
 Inv P/R/E 1/7/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Optional Ins 1/18	700-0000-0000-2255-000	1,211.53

Inv P/R/E 1/7/18 Total	1,211.53
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201775 Total:	1,211.53
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AFLA7010 - AFLAC Total:

1,211.53

ATCN9011 - AT & T Line Item Account

201804 02/08/2018
 Inv 000010816181

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	9391062308 12/20/17-1/19/18	101-2010-2032-8150-000	1,235.58

Inv 000010816181 Total	1,235.58
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Inv 000010834545

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2018	CLAPDSOPAS 12/27/17-1/26/18	101-2010-2032-8150-000	316.76

Inv 000010834545 Total	316.76
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Inv 000010843207

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2018	9391036942 12/27/17-1/26/18	101-2010-2032-8150-000	159.18

Inv 000010843207 Total	159.18
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Inv 000010843208

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2018	9391036943 12/27/17-1/26/18	101-2010-2032-8150-000	159.38

Inv 000010843208 Total	159.38
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201804 Total:	1,870.90
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ATCN9011 - AT & T Total: 1,870.90

AT&T5006 - AT & T U-Verse Line Item Account

201789 02/08/2018

Inv 130464796

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	1/18-2/17/18	500-6010-6710-8150-000	84.00

Inv 130464796 Total 84.00

201789 Total: 84.00

AT&T5006 - AT & T U-Verse Total: 84.00

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

201776 02/01/2018

Inv 879338213x01232

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/15/2018	FD Cell Phones 12/16/17-1/15/18	101-2010-2032-8150-000	261.39

Inv 879338213x01232 Total 261.39

201776 Total: 261.39

201790 02/08/2018

Inv 879338213x01232

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/15/2018	FD Cell Phones 12/16/17 - 1/15/18	101-2010-2032-8150-000	261.39

Inv 879338213x01232 Total 261.39

201790 Total: 261.39

201805 02/08/2018

Inv 287258938988x01

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2018	Yard & Water Dept. Cell Phones 12/20/17 - 1/19/18	500-6010-6710-8020-000	116.80
01/19/2018	Yard & Water Dept. Cell Phones 12/20/17 - 1/19/18	101-2010-2032-8150-000	591.29
01/19/2018	Yard & Water Dept. Cell Phones 12/20/17 - 1/19/18	500-6010-6711-8020-000	162.15

Inv 287258938988x01 Total 870.24

201805 Total: 870.24

CIN4011 - AT&T --Cingular Wireless Total: 1,393.02

ATH0292 - Athens Disposal Company Line Item Account

Check Number	Check Date		Amount
201777	02/01/2018		
Inv	Dec 2017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Yard Waste Fees 12/17	500-0000-0000-5525-000	9,760.81
Inv Dec 2017 Total			9,760.81
Inv	Dec 2017*		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Low Income Fees 12/17	101-0000-0000-4210-001	1,162.08
Inv Dec 2017* Total			1,162.08
201777 Total:			10,922.89
ATH0292 - Athens Disposal Company Total:			10,922.89
BUBK4010 - Bulls Bikes USA Line Item Account			
201778	02/01/2018		
Inv	E10824		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	Electric Bikes & Accessores for PD Bike Patrol Units	272-4010-4018-8520-000	8,350.05
Inv E10824 Total			8,350.05
201778 Total:			8,350.05
BUBK4010 - Bulls Bikes USA Total:			8,350.05
CSD3010 - Ca. State Disbursement Unit Line Item Account			
201791	02/08/2018		
Inv	P/R/E 2/4/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Garnishment	700-0000-0000-2264-000	400.50
Inv P/R/E 2/4/18 Total			400.50
201791 Total:			400.50
201792	02/08/2018		
Inv	P/R/E 2/4/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Garnishment	700-0000-0000-2264-000	861.23
Inv P/R/E 2/4/18 Total			861.23
201792 Total:			861.23

201793 02/08/2018

Inv P/R/E 2/4/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Garnishment	700-0000-0000-2264-000	105.23

Inv P/R/E 2/4/18 Total 105.23

201793 Total: 105.23

CSD3015 - Ca. State Disbursement Unit Total: 1,366.96

CAPI2010 - CAPIO Line Item Account

201779 02/01/2018

Inv 3682

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Jan 2018 - Jan 2019 City Membership Dues	101-2010-2011-8060-000	225.00

Inv 3682 Total 225.00

Inv 3730

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Transforming Your Website Webinar 1/31/18 - Susan Groveman	101-2010-2011-8200-000	35.00

Inv 3730 Total 35.00

201779 Total: 260.00

CAPI2010 - CAPIO Total: 260.00

CITI1021 - Cities Digital Line Item Account

201806 02/08/2018

Inv 42223

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Weblink Web - Laserfiche Annual Support & Updates 4/26/18-4/26	101-2010-2032-8180-000	3,100.00

Inv 42223 Total 3,100.00

201806 Total: 3,100.00

CITI1021 - Cities Digital Total: 3,100.00

CSPF5011 - City of South Pasadena-FD Line Item Account

201780 02/01/2018

Inv 1/31/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Reimb. Petty Cash	101-5010-5011-8020-000	162.87

Check Number	Check Date		Amount
		Inv 1/31/18 Total	162.87
		201780 Total:	162.87
		CSPF5011 - City of South Pasadena-FD Total:	162.87
		SOU5343 - City of South Pasadena-Recreation Line Item Account	
201807	02/08/2018	Inv 2/6/18	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Reimb. Petty Cash	101-8030-8031-8020-000	64.94
02/06/2018	Reimb. Petty Cash	101-8030-8032-8264-000	10.00
02/06/2018	Reimb. Petty Cash	101-8030-8032-8020-000	62.20
02/06/2018	Reimb. Petty Cash	101-8030-8032-8268-000	277.92
		Inv 2/6/18 Total	415.06
		201807 Total:	415.06
		SOU5343 - City of South Pasadena-Recreation Total:	415.06
		PCYD6010 - City of South Pasadena-Yard Line Item Account	
201808	02/08/2018	Inv 2/1/18	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Reimb. Petty Cash	101-6010-6601-8020-000	5.34
02/01/2018	Reimb. Petty Cash	210-6010-6501-8020-000	9.16
02/01/2018	Reimb. Petty Cash	500-6010-6710-8070-000	150.43
02/01/2018	Reimb. Petty Cash	230-6010-6116-8020-000	13.08
		Inv 2/1/18 Total	178.01
		Inv 2/6/18	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Reimb. Petty Cash	101-0000-0000-1030-014	100.00
		Inv 2/6/18 Total	100.00
		201808 Total:	278.01
		PCYD6010 - City of South Pasadena-Yard Total:	278.01
		CPSH2013 - CPS HR Consulting Line Item Account	
201809	02/08/2018	Inv SOP45875	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Fire Engineer Recruitment Test Materials & Processing	101-2010-2013-8170-000	110.00

Check Number	Check Date		Amount
		Inv SOP45875 Total	110.00
		201809 Total:	110.00
CPSH2013 - CPS HR Consulting Total:			110.00
DEL3011 - DeLuxe for Business Line Item Account			
201781	02/01/2018		
Inv	02041676767		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	AP Checks	101-3010-3011-8020-000	583.75
	Inv 02041676767 Total		583.75
	201781 Total:		583.75
DEL3011 - DeLuxe for Business Total:			583.75
DGSS8020 - Dept. of General Services Line Item Account			
201810	02/08/2018		
Inv	0000001089865		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2017	Svcs Relating to Filings for Office of Admin Hearings 10/17	101-2010-2013-8170-000	65.00
	Inv 0000001089865 Total		65.00
Inv	0000001094004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2017	Svcs Relating to Filings for Office of Admin Hearings 11/17	101-2010-2013-8170-000	65.00
	Inv 0000001094004 Total		65.00
Inv	0000001098064		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Svcs Relating to Filings for Office of Admin Hearings 12/17	101-2010-2013-8170-000	10,595.00
	Inv 0000001098064 Total		10,595.00
	201810 Total:		10,725.00
DGSS8020 - Dept. of General Services Total:			10,725.00
DIG0800 - Digital Telecommunications Corp Line Item Account			
201811	02/08/2018		
Inv	29701		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Telephone Line Svcs 3/18	101-2010-2032-8150-000	875.00

Check Number	Check Date		Amount
Inv 29701 Total			875.00
201811 Total:			875.00
DIG0800 - Digital Telecommunications Corp Total:			875.00
DTSA2945 - Division of the State Architect Line Item Account			
201782	02/01/2018		
Inv	10/1-12/31/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Disability Access Education Fee Report 10/1-12/31/17	101-0000-0000-2945-000	225.90
Inv 10/1-12/31/17 Total			225.90
201782 Total:			225.90
DTSA2945 - Division of the State Architect Total:			225.90
FDBC8025 - Fast Deer Bus Charter Inc. Line Item Account			
201812	02/08/2018		
Inv	137584		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Sr. Center Field Trip Oak Glen Apple Farm 2/22/18 Bus	205-8030-8024-8180-000	942.81
Inv 137584 Total			942.81
201812 Total:			942.81
FDBC8025 - Fast Deer Bus Charter Inc. Total:			942.81
OVCN3012 - Galvin, Olivia Line Item Account			
201794	02/08/2018		
Inv	12/20/17		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/20/2017	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 12/20/17 Total			100.00
201794 Total:			100.00
OVCN3012 - Galvin, Olivia Total:			100.00
HOM1515 - Home Depot Credit Services Line Item Account			
201813	02/08/2018		

Check Number Check Date Amount

Inv 2022215

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Supplies	500-6010-6710-8020-000	274.06

Inv 2022215 Total 274.06

Inv 3100052

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	Supplies	101-8030-8032-8264-000	42.60

Inv 3100052 Total 42.60

Inv 4244087

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Supplies	101-6010-6410-8020-000	47.02

Inv 4244087 Total 47.02

Inv 6111643

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/22/2018	Supplies	101-6010-6601-8020-000	45.81

Inv 6111643 Total 45.81

Inv 9973750

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2018	Supplies	500-6010-6711-8020-000	474.20

Inv 9973750 Total 474.20

201813 Total: 883.69

HOM1515 - Home Depot Credit Services Total: 883.69

LOS2226 - L.A.C. Registrar-Recorder Line Item Account

201783 02/01/2018

Inv 2010-HDP

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Negative Declaration - 2084 Hanscom Drive	101-7010-7011-8040-000	75.00

Inv 2010-HDP Total 75.00

201783 Total: 75.00

201784 02/01/2018

Inv 2087-HDP/DRX

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Negative Declaration - 1737 Camino Lindo	101-7010-7011-8040-000	75.00

Check Number	Check Date		Amount
		Inv 2087-HDP/DRX Total	75.00
201784 Total:			75.00
201785	02/01/2018	Inv 2053-HDP	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Negative Declarations - 833 Braewood Ct.	101-7010-7011-8040-000	75.00
Inv 2053-HDP Total			75.00
201785 Total:			75.00
201786	02/01/2018	Inv 2086-HDP/DRX	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Negative Declarations - 420 El Coronado	101-7010-7011-8040-000	75.00
Inv 2086-HDP/DRX Total			75.00
201786 Total:			75.00
LOS2230 - L.A.C. Registrar-Recorder Total:			300.00
LAC3032 - L.A.C. Sheriff's Dept. Line Item Account			
201795	02/08/2018	Inv P/R/E 2/4/18	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Garnishment	700-0000-0000-2264-000	100.00
Inv P/R/E 2/4/18 Total			100.00
201795 Total:			100.00
LAC3032 - L.A.C. Sheriff's Dept. Total:			100.00
LCCS8060 - League of CA Cities Line Item Account			
201787	02/01/2018	Inv 179103	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	League LAC Membership Dues FY 2018 - 2019	101-3010-3041-8060-000	10,118.00
Inv 179103 Total			10,118.00
201787 Total:			10,118.00

LCCS8060 - League of CA Cities Total: 10,118.00

LCW7456 - Liebert Cassidy Whitmore Line Item Account

201814 02/08/2018

Inv 1453133

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	35.00

Inv 1453133 Total 35.00

Inv 1453134

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	4,716.15

Inv 1453134 Total 4,716.15

Inv 1453135

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	12,245.19

Inv 1453135 Total 12,245.19

Inv 1453136

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	6,754.00

Inv 1453136 Total 6,754.00

Inv 1453137

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	248.60

Inv 1453137 Total 248.60

Inv 1453138

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Personnel Matters 12/17	101-2010-2013-8160-000	4,336.50

Inv 1453138 Total 4,336.50

201814 Total: 28,335.44

LCW7456 - Liebert Cassidy Whitmore Total: 28,335.44

LKEC2013 - LinkedIn Corp. Line Item Account

201815 02/08/2018

Inv 10110368796

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Services to Advertise & Post Job Flyers with LinkedIn Website	101-2010-2013-8170-000	6,000.00

Check Number	Check Date		Amount
		Inv 10110368796 Total	6,000.00
		201815 Total:	6,000.00
		LKEC2013 - LinkedIn Corp. Total:	6,000.00
		LBBM4010 - Long Beach BMW Motorcycles Line Item Account	
201816	02/08/2018		
		Inv 1001	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		12/22/2017	2017 BMW Motorcycle
			<u>Line Item Account</u>
			105-4010-4011-8540-000
			29,645.67
		Inv 1001 Total	29,645.67
		201816 Total:	29,645.67
		LBBM4010 - Long Beach BMW Motorcycles Total:	29,645.67
		VRMZ7000 - Munoz, Valerie Line Item Account	
201796	02/08/2018		
		Inv P/R/E 2/4/18	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		02/06/2018	Garnishment
			<u>Line Item Account</u>
			700-0000-0000-2264-000
			750.00
		Inv P/R/E 2/4/18 Total	750.00
		201796 Total:	750.00
		VRMZ7000 - Munoz, Valerie Total:	750.00
		NTNK2013 - National Testing Network Line Item Account	
201817	02/08/2018		
		Inv 4571	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/23/2018	Testing Svcs Entry Level Firefighter/Paramedics11/14/17-11/14/18
			<u>Line Item Account</u>
			101-2010-2013-8170-000
			500.00
		Inv 4571 Total	500.00
		201817 Total:	500.00
		NTNK2013 - National Testing Network Total:	500.00
		NGSI6010 - Natural Gas Systems Inc. Line Item Account	
201818	02/08/2018		

Check Number	Check Date		Amount
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Inv 4846

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
07/14/2017	Service for 3-Way Valve on CNG Station Post 9	207-8030-8025-8100-000	400.64

Inv 4846 Total 400.64

201818 Total: 400.64

NGSI6010 - Natural Gas Systems Inc. Total: 400.64

PEG4590 - NUFIC Line Item Account

201797 02/08/2018

Inv P/R/E 2/4/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	A. D. & D. Ins Feb-18	700-0000-0000-2256-000	1,034.40

Inv P/R/E 2/4/18 Total 1,034.40

201797 Total: 1,034.40

PEG4590 - NUFIC Total: 1,034.40

OSSS3010 - Olympic Staffing Services Line Item Account

201819 02/08/2018

Inv 201602

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	Temp Staff w/ 1/7/18	101-2010-2013-8170-000	954.79

Inv 201602 Total 954.79

Inv 201709

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	Temp Staff w/ 1/14/18	101-2010-2013-8170-000	962.55

Inv 201709 Total 962.55

Inv 201903

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Temp Staff w/ 1/21/18	101-2010-2013-8170-000	970.32

Inv 201903 Total 970.32

Inv 201935

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Temp Staff w/ 1/28/18	101-2010-2013-8170-000	683.10

Inv 201935 Total 683.10

Check Number	Check Date	Amount
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201819 Total: 3,570.76

OSSS3010 - Olympic Staffing Services Total: 3,570.76

PIT8031 - Pitney Bowes-Reserve Account Line Item Account

201788 02/01/2018

Inv 34133033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-2010-2013-8010-000	0.67
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-4010-4011-8010-000	605.28
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-7010-7011-8010-000	679.33
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-5010-5011-8010-000	191.23
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-3010-3011-8010-000	942.60
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-2010-2021-8010-000	5.75
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-6010-6011-8010-000	213.52
02/01/2018	Reimb. Postage Meter Acct.# 34133033	500-3010-3012-8010-000	5.53
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-1020-1021-8010-000	22.11
02/01/2018	Reimb. Postage Meter Acct.# 34133033	101-2010-2011-8010-000	1.38

Inv 34133033 Total 2,667.40

201788 Total: 2,667.40

PIT8031 - Pitney Bowes-Reserve Account Total: 2,667.40

SOU5230 - S.P.Firefighters L-3657 Line Item Account

201798 02/08/2018

Inv P/R/E 2/4/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Assn. Dues	700-0000-0000-2250-000	2,625.00

Inv P/R/E 2/4/18 Total 2,625.00

Inv P/R/E 2/4/18*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Assn. Ins	700-0000-0000-2252-000	180.74

Inv P/R/E 2/4/18* Total 180.74

201798 Total: 2,805.74

SOU5230 - S.P.Firefighters L-3657 Total: 2,805.74

SOU5435 - S.P.P. O. A. Line Item Account

201799 02/08/2018

Inv P/R/E 2/4/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Assn. Dues & Ins	700-0000-0000-2246-000	4,498.79

Check Number	Check Date		Amount
		Inv P/R/E 2/4/18 Total	4,498.79
		201799 Total:	4,498.79
		SOU5435 - S.P.P. O. A. Total:	4,498.79
		SOU5451 - S.P.Public Srvc Empl. Ass'n Line Item Account	
		201800 02/08/2018	
		Inv P/R/E 2/4/18	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/06/2018 Assn. Dues & Svc Fee 700-0000-0000-2248-000	1,617.00
		Inv P/R/E 2/4/18 Total	1,617.00
		201800 Total:	1,617.00
		SOU5451 - S.P.Public Srvc Empl. Ass'n Total:	1,617.00
		SOU6666 - So. CA Edison Co. Line Item Account	
		201801 02/08/2018	
		Inv 3-000-5677-22	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/20/2018 12/16/17-1/18/18 101-6010-6410-8140-000	182.21
		Inv 3-000-5677-22 Total	182.21
		Inv 3-000-5677-90	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/20/2018 12/16/17-1/18/18 500-6010-6711-8520-000	1,510.04
		Inv 3-000-5677-90 Total	1,510.04
		Inv 3-000-7125-63	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/20/2018 12/16/17-1/18/18 500-6010-6711-8140-000	45.58
		Inv 3-000-7125-63 Total	45.58
		Inv 3-000-7125-66	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/20/2018 12/16/17-1/18/18 101-6010-6015-8140-000	39.74
		Inv 3-000-7125-66 Total	39.74
		Inv 3-000-7152-57	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/20/2018 12/16/17-1/18/18 101-6010-6410-8140-000	22.93

Check Number	Check Date		Amount
		Inv 3-000-7152-57 Total	22.93
		Inv 3-000-8455-69	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	55.12
		Inv 3-000-8455-69 Total	55.12
		Inv 3-001-1810-93	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	37.75
		Inv 3-001-1810-93 Total	37.75
		Inv 3-001-1810-94	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8140-000	40.02
		Inv 3-001-1810-94 Total	40.02
		Inv 3-001-1810-98	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8152-000	31,107.11
		Inv 3-001-1810-98 Total	31,107.11
		Inv 3-001-1811-29	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6601-8140-000	4,525.44
		Inv 3-001-1811-29 Total	4,525.44
		Inv 3-001-1811-48	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	43.12
		Inv 3-001-1811-48 Total	43.12
		Inv 3-001-1811-56	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	62.68
		Inv 3-001-1811-56 Total	62.68
		Inv 3-001-1811-58	
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	33.29
		Inv 3-001-1811-58 Total	33.29

Inv 3-001-1811-59

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	39.24

Inv 3-001-1811-59 Total 39.24

Inv 3-001-1811-63

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	23.98

Inv 3-001-1811-63 Total 23.98

Inv 3-001-1811-67

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	39.51

Inv 3-001-1811-67 Total 39.51

Inv 3-001-1811-68

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-8010-8011-8140-000	86.44

Inv 3-001-1811-68 Total 86.44

Inv 3-001-1811-69

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	215-6010-6201-8140-000	23.07

Inv 3-001-1811-69 Total 23.07

Inv 3-001-1811-75

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	79.83

Inv 3-001-1811-75 Total 79.83

Inv 3-001-1811-76

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	51.71

Inv 3-001-1811-76 Total 51.71

Inv 3-001-1811-77

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	38.84

Inv 3-001-1811-77 Total 38.84

Inv 3-001-1811-79

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	37.24

Check Number	Check Date		Amount
Inv 3-001-1811-79	Total		37.24
Inv 3-001-1811-80			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	38.30
Inv 3-001-1811-80	Total		38.30
Inv 3-001-1811-86			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	22.53
Inv 3-001-1811-86	Total		22.53
Inv 3-001-1811-87			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8140-000	39.18
Inv 3-001-1811-87	Total		39.18
Inv 3-001-1811-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	16.64
01/20/2018	12/1/17-1/1/18	215-6010-6201-8140-000	16.65
Inv 3-001-1811-89	Total		33.29
Inv 3-001-1811-90			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	51.49
Inv 3-001-1811-90	Total		51.49
Inv 3-001-1811-91			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	70.18
Inv 3-001-1811-91	Total		70.18
Inv 3-001-1811-92			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	15.40
Inv 3-001-1811-92	Total		15.40
Inv 3-001-1811-93			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	50.68
Inv 3-001-1811-93	Total		50.68

Inv 3-001-1811-95

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	24.16

Inv 3-001-1811-95 Total 24.16

Inv 3-001-1811-98

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	13.98

Inv 3-001-1811-98 Total 13.98

Inv 3-001-1812-06

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	32.19

Inv 3-001-1812-06 Total 32.19

Inv 3-001-1812-08

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	58.81

Inv 3-001-1812-08 Total 58.81

Inv 3-001-1812-09

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	298.26

Inv 3-001-1812-09 Total 298.26

Inv 3-001-1812-10

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	232-6010-6417-8140-000	73.79

Inv 3-001-1812-10 Total 73.79

Inv 3-001-1812-11

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	30.05

Inv 3-001-1812-11 Total 30.05

Inv 3-001-1812-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	25.23

Inv 3-001-1812-12 Total 25.23

Inv 3-001-1812-25

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	22.94

Check Number	Check Date		Amount
Inv 3-001-1812-25	Total		22.94
Inv 3-001-1812-26			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	774.76
Inv 3-001-1812-26	Total		774.76
Inv 3-001-1812-27			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	47.47
Inv 3-001-1812-27	Total		47.47
Inv 3-001-1812-31			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	59.20
Inv 3-001-1812-31	Total		59.20
Inv 3-001-1812-32			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	13.40
Inv 3-001-1812-32	Total		13.40
Inv 3-001-1812-33			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8140-000	23.07
Inv 3-001-1812-33	Total		23.07
Inv 3-001-1812-34			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8152-000	41.63
Inv 3-001-1812-34	Total		41.63
Inv 3-001-1812-35			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	14.78
Inv 3-001-1812-35	Total		14.78
Inv 3-001-1812-36			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	84.17
Inv 3-001-1812-36	Total		84.17

Inv 3-001-1812-38

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	101-6010-6410-8140-000	22.94

Inv 3-001-1812-38 Total 22.94

Inv 3-001-1812-39

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	48.68

Inv 3-001-1812-39 Total 48.68

Inv 3-001-9413-97

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8152-000	2,526.40

Inv 3-001-9413-97 Total 2,526.40

Inv 3-002-4372-43

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	73.92

Inv 3-002-4372-43 Total 73.92

Inv 3-002-4473-12

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8140-000	22.53

Inv 3-002-4473-12 Total 22.53

Inv 3-003-7341-83

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/1/17-1/1/18	101-6010-6410-8140-000	11.50

Inv 3-003-7341-83 Total 11.50

Inv 3-004-3214-58

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	500-6010-6711-8140-000	50.65

Inv 3-004-3214-58 Total 50.65

Inv 3-004-4562-56

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	66.17

Inv 3-004-4562-56 Total 66.17

Inv 3-016-0678-82

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6201-8140-000	100.12

Check Number	Check Date		Amount
Inv 3-016-0678-82		Total	100.12
Inv 3-022-6051-15			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	78.42
Inv 3-022-6051-15		Total	78.42
Inv 3-022-6897-57			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	25.21
Inv 3-022-6897-57		Total	25.21
Inv 3-022-6897-89			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	24.11
Inv 3-022-6897-89		Total	24.11
Inv 3-022-6897-99			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	24.39
Inv 3-022-6897-99		Total	24.39
Inv 3-022-689805			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	23.72
Inv 3-022-689805		Total	23.72
Inv 3-022-6898-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	24.29
Inv 3-022-6898-17		Total	24.29
Inv 3-046-7147-27			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/20/2018	12/16/17-1/18/18	215-6010-6115-8140-000	2,109.35
Inv 3-046-7147-27		Total	2,109.35
201801		Total:	45,316.23
201820	02/08/2018		
Inv 3-002-4472-77			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-8010-8011-8140-000	1,654.79

Inv 3-002-4472-77 Total	1,654.79
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Inv 3-002-4472-78

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-6010-6601-8140-000	703.33

Inv 3-002-4472-78 Total	703.33
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Inv 3-003-6653-57

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-6010-6410-8140-000	477.59

Inv 3-003-6653-57 Total	477.59
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Inv 3-011-4089-57

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	59.06

Inv 3-011-4089-57 Total	59.06
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Inv 3-022-6897-72

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	26.84

Inv 3-022-6897-72 Total	26.84
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Inv 3-022-6898-28

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	26.38

Inv 3-022-6898-28 Total	26.38
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Inv 3-023-6580-86

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6201-8140-000	30.39

Inv 3-023-6580-86 Total	30.39
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Inv 3-023-7462-29

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	195.89

Inv 3-023-7462-29 Total	195.89
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Inv 3-023-7844-31

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	27.56

Inv 3-023-7844-31 Total	27.56
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Check Number	Check Date		Amount
Inv	3-023-8283-79		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	32.60
Inv 3-023-8283-79 Total			32.60
Inv	3-026-3223-65		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	37.83
Inv 3-026-3223-65 Total			37.83
Inv	3-028-7013-82		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-6010-6410-8140-000	134.74
Inv 3-028-7013-82 Total			134.74
Inv	3-028-7594-32		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	500-6010-6711-8152-000	2,369.88
Inv 3-028-7594-32 Total			2,369.88
Inv	3-029-2458-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-6010-6601-8140-000	57.84
Inv 3-029-2458-05 Total			57.84
Inv	3-032-0513-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	59.77
Inv 3-032-0513-93 Total			59.77
Inv	3-032-2521-62		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6201-8140-000	91.10
Inv 3-032-2521-62 Total			91.10
Inv	3-032-4192-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6201-8140-000	65.52
Inv 3-032-4192-98 Total			65.52
Inv	3-035-3494-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	48.30

Check Number	Check Date	Amount
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Inv 3-035-3494-19 Total		48.30
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Inv 3-035-6502-21

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	101-6010-6601-8140-000	805.33

Inv 3-035-6502-21 Total		805.33
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Inv 3-037-6075-39

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	12/22/17-1/24/18	215-6010-6115-8140-000	57.40

Inv 3-037-6075-39 Total		57.40
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Inv 3-045-8045-41

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	12/22/17-1/24/18	232-6010-6417-8140-000	28.25

Inv 3-045-8045-41 Total		28.25
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201820 Total:		6,990.39
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SOU6666 - So. CA Edison Co. Total:		52,306.62
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CEAP7000 - South Pasadena Part Time Employees Assn. Line Item Account

201802 02/08/2018

Inv P/R/E 2/4/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Assn. Dues	700-0000-0000-2249-000	544.00

Inv P/R/E 2/4/18 Total		544.00
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201802 Total:		544.00
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CEAP7000 - South Pasadena Part Time Employees Assn. Total:		544.00
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STSM1020 - Studio Spectrum Line Item Account

201821 02/08/2018

Inv 18848

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	AV Services 1/18	101-1020-1021-8180-000	2,085.00

Inv 18848 Total		2,085.00
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201821 Total:		2,085.00
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Check Number	Check Date		Amount
STSM1020 - Studio Spectrum Total:			2,085.00
HAFR7000 - The Hartford Line Item Account			
201803	02/08/2018		
Inv	P/R/E 2/4/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Life Ins Feb-18	700-0000-0000-2254-000	850.50
Inv P/R/E 2/4/18 Total			850.50
201803 Total:			850.50
HAFR7000 - The Hartford Total:			850.50
TIM4011 - Time Warner Cable Line Item Account			
201822	02/08/2018		
Inv	008 0012005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/21/2018	Library 1/29-2/28/18	101-8010-8011-8180-000	1.58
Inv 008 0012005 Total			1.58
Inv	008 0070193		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/21/2018	Skate Park Cable 2/1-28/18	101-4010-4011-8110-000	73.96
Inv 008 0070193 Total			73.96
Inv	008 0224964		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/28/2018	Internet Upgrade 2/8-3/7/18	101-2010-2032-8150-000	363.37
Inv 008 0224964 Total			363.37
Inv	899 0029763		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	PD Cable 1/16-2/15/18	101-4010-4011-8110-000	150.41
Inv 899 0029763 Total			150.41
201822 Total:			589.32
TIM4011 - Time Warner Cable Total:			589.32
VERW6711 - Verizon Wireless Line Item Account			
201823	02/08/2018		
Inv	9800464817		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
01/23/2018	Mgmt Svcs, FD & Transit Data 12/24/17 - 1/23/18	101-2010-2032-8150-000	16.05
Inv 9800464817 Total			16.05
Inv 9800624669			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	PD West Covina Task Force 12/27/17 -1/26/18	101-2010-2032-8150-000	495.84
Inv 9800624669 Total			495.84
201823 Total:			511.89
VERW6711 - Verizon Wireless Total:			511.89
VIPI3032 - Vision Technology Solutions Line Item Account			
201824	02/08/2018		
Inv 36192			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Web Hosting 2/18	101-2010-2032-8180-000	243.10
Inv 36192 Total			243.10
201824 Total:			243.10
VIPI3032 - Vision Technology Solutions Total:			243.10
VUL6601 - Vulcan Materials Co. & Affiliates Line Item Account			
201825	02/08/2018		
Inv 71716076			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Rock, Crushed Sand Base & Concrete	230-6010-6116-8020-000	517.69
01/31/2018	Rock, Crushed Sand Base & Concrete	500-6010-6710-8020-000	517.69
Inv 71716076 Total			1,035.38
201825 Total:			1,035.38
VUL6601 - Vulcan Materials Co. & Affiliates Total:			1,035.38
CHTW4840 - Wong, Christina Line Item Account			
201826	02/08/2018		
Inv R88613			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Refund Double Payment WMB Rsvp Fees	101-0000-0000-2925-001	75.00
02/01/2018	Refund Double Payment WMB Rsvp Fees	101-0000-0000-4840-000	425.00
Inv R88613 Total			500.00

Check Number	Check Date	Amount
201826 Total:		500.00
CHTW4840 - Wong, Christina Total:		500.00
Total:		194,871.09

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: mfestejo
 Printed: 02/14/2018 - 1:14PM



Check Number	Check Date		Amount
HAWU5011 - 2 Hot Activewear & Uniforms Line Item Account			
201828	02/21/2018		
Inv	125596		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	FD Safety Clothing	101-5010-5011-8134-000	1,629.18
Inv 125596 Total			1,629.18
201828 Total:			1,629.18
HAWU5011 - 2 Hot Activewear & Uniforms Total:			1,629.18
ASBN5011 - A Plus Signs & Banners Line Item Account			
201829	02/21/2018		
Inv	581782		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	FD Dept Supplies	101-5010-5011-8020-000	15.00
Inv 581782 Total			15.00
201829 Total:			15.00
ASBN5011 - A Plus Signs & Banners Total:			15.00
THAG3012 - Agius, Thomas Line Item Account			
201830	02/21/2018		
Inv	1/30/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Refund Rebates	500-3010-3012-8032-000	200.00
Inv 1/30/18 Total			200.00
Inv	1/31/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Refund Rebates	500-3010-3012-8032-000	500.00
Inv 1/31/18 Total			500.00
Inv	2/5/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
02/05/2018	Refund Rebate	500-3010-3012-8032-000	150.00
Inv 2/5/18 Total			150.00
201830 Total:			850.00
THAG3012 - Agius, Thomas Total:			850.00
ALC4018 - Alco Target Company Line Item Account			
201831	02/21/2018		
Inv	2/12/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	PD Miscellaneous Targets	101-4010-4011-8020-000	473.19
Inv 2/12/18 Total			473.19
201831 Total:			473.19
ALC4018 - Alco Target Company Total:			473.19
ACMT2920 - All City Management Line Item Account			
201832	02/21/2018		
Inv	52916		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	PD School Crossing Guard Svcs 1/14-27/18	101-4010-4011-8180-000	6,477.03
Inv 52916 Total			6,477.03
201832 Total:			6,477.03
ACMT2920 - All City Management Total:			6,477.03
ALL0197 - All Star Fire Equipment, Inc. Line Item Account			
201833	02/21/2018		
Inv	203627		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/20/2017	FD Safety Clothing	101-5010-5011-8134-000	49.28
Inv 203627 Total			49.28
Inv	204721		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	FD Safety Clothing	101-5010-5011-8134-000	1,683.56
Inv 204721 Total			1,683.56
201833 Total:			1,732.84

ALL0197 - All Star Fire Equipment, Inc. Total:

1,732.80

AMZN8030 - Amazon/SYNCB Line Item Account

201834 02/21/2018

Inv 455374966693

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/19/2017	Supplies	101-8030-8032-8020-000	285.78

Inv 455374966693 Total 285.78

Inv 466488689737

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/26/2017	Supplies	101-8030-8032-8000-000	39.38

Inv 466488689737 Total 39.38

Inv 766436799635

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/13/2017	Supplies	101-3010-3011-8000-000	17.51

Inv 766436799635 Total 17.51

Inv 847973535577

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2017	Supplies	101-8030-8032-8000-000	146.72

Inv 847973535577 Total 146.72

Inv 889357684675

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/31/2017	Supplies	101-8030-8032-8020-000	28.08

Inv 889357684675 Total 28.08

Inv L171210

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2017	Supplies	101-8030-8032-8020-000	0.10

Inv L171210 Total 0.10

Inv L180110

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2018	Supplies	101-8030-8032-8020-000	0.30

Inv L180110 Total 0.30

Inv SinyZXdyNdzT

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/12/2017	Supplies	101-8030-8032-8020-000	14.98

Check Number	Check Date	Amount
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Inv SinyZXdyNdzT Total		14.98
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201834 Total:		532.85
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AMZN8030 - Amazon/SYNCB Total:		532.85
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ARA0260 - Aramark Uniform Services Line Item Account

201835 02/21/2018

Inv 533083770

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Uniform Svc	215-6010-6310-8132-000	33.76
02/01/2018	Uniform Svc	500-6010-6710-8132-000	47.63
02/01/2018	Uniform Svc	500-6010-6711-8132-000	27.13
02/01/2018	Uniform Svc	101-6010-6601-8132-000	19.85
02/01/2018	Uniform Svc	215-6010-6201-8132-000	67.76
02/01/2018	Uniform Svc	210-6010-6501-8132-000	13.29
02/01/2018	Uniform Svc	230-6010-6116-8132-000	73.93

Inv 533083770 Total		283.35
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201835 Total:		283.35
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ARA0260 - Aramark Uniform Services Total:		283.35
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BAK0369 - Baker & Taylor Books Line Item Account

201836 02/21/2018

Inv 3021981436

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2017	Books	101-8010-8011-8080-000	426.53

Inv 3021981436 Total		426.53
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Inv 3021993611

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2018	Books	101-8010-8011-8080-000	30.76

Inv 3021993611 Total		30.76
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Inv 4012087953

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2017	Books	101-8010-8011-8080-000	143.31

Inv 4012087953 Total		143.31
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Inv 4012099160

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2017	Books	101-8010-8011-8080-000	703.80

Inv 4012099160 Total		703.80
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Inv 4012100441			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/26/2017	Books	101-8010-8011-8080-000	33.09

Inv 4012100441 Total			33.09
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Inv 4012101338			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2017	Books	101-8010-8011-8080-000	769.06

Inv 4012101338 Total			769.06
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Inv 4012102303			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2017	Books	101-8010-8011-8080-000	1,325.38

Inv 4012102303 Total			1,325.38
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Inv 4012107455			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Books	101-8010-8011-8080-000	769.35

Inv 4012107455 Total			769.35
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Inv 4012109040			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Books	101-8010-8011-8080-000	578.33

Inv 4012109040 Total			578.33
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Inv 4012109289			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Books	101-8010-8011-8080-000	33.12

Inv 4012109289 Total			33.12
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Inv 4012113369			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	Books	101-8010-8011-8080-000	149.12

Inv 4012113369 Total			149.12
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201836 Total:		4,961.85
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BAK0369 - Baker & Taylor Books Total:		4,961.85
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BAK0366 - Baker & Taylor Entertainment Line Item Account		
201837	02/21/2018	

Inv B78551960

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	156.24

Inv B78551960 Total 156.24

Inv T73950860

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/08/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	84.19

Inv T73950860 Total 84.19

Inv T73982100

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/09/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	20.04

Inv T73982100 Total 20.04

Inv T74039310

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	15.39

Inv T74039310 Total 15.39

Inv T74086740

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	CDs, DVDs & Other Library Materials	101-8010-8011-8080-000	48.28

Inv T74086740 Total 48.28

201837 Total: 324.14

BAK0366 - Baker & Taylor Entertainment Total: 324.14

BBSW9399 - Banner Bank Line Item Account

201838 02/21/2018

Inv #18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2017	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	7,248.59

Inv #18 Total 7,248.59

Inv #19

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Southwest Pipeline & Trenchless Corp.-Escrow Acct.# 1171	310-9000-9399-9399-000	17,018.05

Inv #19 Total 17,018.05

201838 Total: 24,266.64

BBSW9399 - Banner Bank Total: 24,266.60

BTCN5270 - Bataclan, Katrina Line Item Account

201839 02/21/2018

Inv R88812

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Refund Partial Cancelled Park Rsvp	101-0000-0000-5270-005	37.50

Inv R88812 Total 37.50

201839 Total: 37.50

BTCN5270 - Bataclan, Katrina Total: 37.50

WON6400 - Bob Wondries Ford Line Item Account

201840 02/21/2018

Inv 1141986

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	PD Wiper Blades	101-4010-4011-8100-000	49.14

Inv 1141986 Total 49.14

201840 Total: 49.14

WON6400 - Bob Wondries Ford Total: 49.14

CAL0100 - CA Dental Buying Group Line Item Account

201841 02/21/2018

Inv R01180689

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	FD Oxygen Cylinder Rental	101-5010-5011-8025-000	123.50

Inv R01180689 Total 123.50

201841 Total: 123.50

CAL0100 - CA Dental Buying Group Total: 123.50

CAL5236 - CA Linen Services Line Item Account

201842 02/21/2018

Inv 1482738

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	FD Dept Supplies	101-5010-5011-8020-000	111.98

Inv 1482738 Total 111.98

Check Number	Check Date		Amount
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Inv 1484958

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	FD Dept Supplies	101-5010-5011-8020-000	111.98

Inv 1484958 Total 111.98

201842 Total: 223.96

CAL5236 - CA Linen Services Total: 223.96

CAL8012 - Califa Group Line Item Account

201843 02/21/2018

Inv 10169

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/08/2018	Electronic Reference - Proquest LA Times	101-8010-8011-8031-000	3,284.00

Inv 10169 Total 3,284.00

201843 Total: 3,284.00

CAL8012 - Califa Group Total: 3,284.00

KUCP4011 - Camp, Kurt J. Line Item Account

201844 02/21/2018

Inv SP00045

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	PD Fingerprint Svcs	101-4010-4011-8170-000	10.00

Inv SP00045 Total 10.00

201844 Total: 10.00

KUCP4011 - Camp, Kurt J. Total: 10.00

CAN0607 - Cantu Graphics Line Item Account

201845 02/21/2018

Inv 5107

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2017	Finance Business License 2018 Vehicle Permit Labels	101-3010-3011-8020-000	413.91

Inv 5107 Total 413.91

Inv 5121

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Coroplast Signs for Pocket Park Mtgs	101-8030-8032-8000-000	88.70

Inv 5121 Total 88.70

Check Number	Check Date		Amount
201845 Total:			502.61
CAN0607 - Cantu Graphics Total:			502.61
CWNC2501 - Carl Warren & Company Line Item Account			
201846	02/21/2018		
Inv	1835048-1835065		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Liability Claims Administration Fee 1/18	103-2010-2501-8020-000	855.00
Inv 1835048-1835065 Total			855.00
201846 Total:			855.00
CWNC2501 - Carl Warren & Company Total:			855.00
CAT0700 - Catering Systems Inc. Line Item Account			
201847	02/21/2018		
Inv	4576		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/11/2018	Sr. Center Meals w/ 1/2-5/18	260-8030-8023-8180-000	1,191.30
Inv 4576 Total			1,191.30
Inv	4597		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Sr. Center Meals w/ 1/22-26/18	260-8030-8023-8180-000	1,663.64
Inv 4597 Total			1,663.64
Inv	4605		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2018	Sr. Center Meals w/ 1/29-2/8/18	260-8030-8023-8180-000	1,588.40
Inv 4605 Total			1,588.40
201847 Total:			4,443.34
CAT0700 - Catering Systems Inc. Total:			4,443.34
CRIM4010 - Chaidez, Hector Line Item Account			
201848	02/21/2018		
Inv	1961616548		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	PD Predictive Policing Svcs 1/18	101-4010-4011-8170-000	2,080.00

Check Number	Check Date		Amount
		Inv 1961616548 Total	2,080.00
		201848 Total:	2,080.00
		CRIM4010 - Chaidez, Hector Total:	2,080.00
		SIBC3012 - Chen, Sibiao Line Item Account	
201849	02/21/2018		
		Inv 1/30/18	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/30/2018	Refund Rebates
			<u>Line Item Account</u>
			500-3010-3012-8032-000
			300.00
		Inv 1/30/18 Total	300.00
		201849 Total:	300.00
		SIBC3012 - Chen, Sibiao Total:	300.00
		CHJE3012 - Chung, Jae Line Item Account	
201850	02/21/2018		
		Inv 1/31/18	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/31/2018	Refund Rebate
			<u>Line Item Account</u>
			500-3010-3012-8032-000
			100.00
		Inv 1/31/18 Total	100.00
		Inv 1/31/18*	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/31/2018	Refund Rebate
			<u>Line Item Account</u>
			500-3010-3012-8032-000
			25.00
		Inv 1/31/18* Total	25.00
		201850 Total:	125.00
		CHJE3012 - Chung, Jae Total:	125.00
		CMME4011 - Commline Inc. Line Item Account	
201851	02/21/2018		
		Inv 0078949	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		02/06/2018	Transit Radio Batteries
			<u>Line Item Account</u>
			207-8030-8025-8020-000
			151.36
		Inv 0078949 Total	151.36
		201851 Total:	151.36

Check Number	Check Date		Amount
CMME4011 - Commline Inc. Total:			151.36
DSP0755 - D & S Printing Line Item Account			
201852	02/21/2018		
Inv	8460		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Mission/Meridian Permits	101-4010-4011-8050-000	831.11
Inv 8460 Total			831.11
Inv	8472		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	Posters	101-8010-8011-8050-000	109.50
Inv 8472 Total			109.50
Inv	8475		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Comm. Svcs Envelopes	101-8030-8031-8050-000	76.65
02/01/2018	Comm. Svcs Envelopes	101-8030-8021-8050-000	76.65
Inv 8475 Total			153.30
Inv	8480		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/02/2018	PD Parking Permits	101-4010-4011-8050-000	1,472.78
Inv 8480 Total			1,472.78
201852 Total:			2,566.69
DSP0755 - D & S Printing Total:			2,566.69
DRI4011 - Drivers License Guide Co. Line Item Account			
201853	02/21/2018		
Inv	728716		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2018	PD 2018 I.D. Checking Guides	101-4010-4011-8020-000	68.34
Inv 728716 Total			68.34
201853 Total:			68.34
DRI4011 - Drivers License Guide Co. Total:			68.34
DUB0187 - DuBois, Andrew Line Item Account			
201854	02/21/2018		

Check Number	Check Date		Amount
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Inv 2/7/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	59.95

Inv 2/7/18 Total 59.95

201854 Total: 59.95

DUB0187 - DuBois, Andrew Total: 59.95

DBAR3011 - Dunbar Armored Inc. Line Item Account

201855 02/21/2018

Inv 4140033

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Armored Car Svc for 2/18	500-3010-3012-8180-000	837.00
02/01/2018	Armored Car Svc for 2/18	101-3010-3041-8180-000	837.00

Inv 4140033 Total 1,674.00

Inv 4140033*

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Armored Car Svc for Excess Svcs 1/18	101-3010-3041-8180-000	334.93

Inv 4140033* Total 334.93

201855 Total: 2,008.93

DBAR3011 - Dunbar Armored Inc. Total: 2,008.93

ENTS426 - Entenmann-Rovin Line Item Account

201856 02/21/2018

Inv 0133098

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	PD Flat Badge Case	101-4010-4011-8134-000	40.07

Inv 0133098 Total 40.07

201856 Total: 40.07

ENTS426 - Entenmann-Rovin Total: 40.07

EURO6710 - Eurofins Eaton Analytical Line Item Account

201857 02/21/2018

Inv L0366872

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2018	Labs Testing Svcs for Water	500-6010-6711-8170-000	85.00

Inv L0366872 Total 85.00

Check Number	Check Date		Amount
Inv	L0370112		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	Labs Testing Svcs for Water	500-6010-6711-8170-000	85.00
Inv L0370112 Total			85.00
Inv	L0370328		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Labs Testing Svcs for Water	500-6010-6711-8170-000	127.00
Inv L0370328 Total			127.00
201857 Total:			297.00
EURO6710 - Eurofins Eaton Analytical Total:			297.00
EWEM6010 - Ewing Irrigation El Monte Line Item Account			
201858	02/21/2018		
Inv	4697342		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Citywide Irrigation Supplies	215-6010-6416-8180-000	225.35
Inv 4697342 Total			225.35
Inv	4727281		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Citywide Irrigation Supplies	215-6010-6416-8180-000	75.12
Inv 4727281 Total			75.12
201858 Total:			300.47
EWEM6010 - Ewing Irrigation El Monte Total:			300.47
GALS5010 - Galls Line Item Account			
201859	02/21/2018		
Inv	009155815		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	112.40
Inv 009155815 Total			112.40
Inv	009157107		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	219.55
Inv 009157107 Total			219.55

Inv 009195767

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	100.02

Inv 009195767 Total 100.02

Inv 009199905

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Inv 009199905 Total 266.85

Inv 009199906

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Inv 009199906 Total 266.85

Inv 009207227

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	287.84

Inv 009207227 Total 287.84

Inv 009207228

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	287.84

Inv 009207228 Total 287.84

Inv 009208671

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Inv 009208671 Total 266.85

Inv 009208672

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Inv 009208672 Total 266.85

Inv 009216270

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Inv 009216270 Total 266.85

Inv 009216271

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85

Check Number	Check Date		Amount
Inv 009216271		Total	266.85
Inv 009216272			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85
Inv 009216272		Total	266.85
Inv 009216273			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85
Inv 009216273		Total	266.85
Inv 009216274			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85
Inv 009216274		Total	266.85
Inv 009216276			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85
Inv 009216276		Total	266.85
Inv 009226703			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	197.32
Inv 009226703		Total	197.32
Inv 009235162			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	212.42
Inv 009235162		Total	212.42
Inv 0092808670			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	FD Safety Clothing/Equipment	101-5010-5011-8134-000	266.85
Inv 0092808670		Total	266.85
201859	Total:		4,352.74
GALS5010	- Galls Total:		4,352.74
OVCN3012	- Galvin, Olivia Line Item Account		

Check Number	Check Date		Amount
201860	02/21/2018		
Inv	1/30/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Refund Rebate	500-3010-3012-8032-000	100.00
Inv 1/30/18 Total			100.00
201860 Total:			100.00
OVCN3012 - Galvin, Olivia Total:			100.00
GAR5011 - Garvey Equipment Co Line Item Account			
201861	02/21/2018		
Inv	108436		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Chainsaw Maint.	101-6010-6410-8110-000	241.63
Inv 108436 Total			241.63
201861 Total:			241.63
GAR5011 - Garvey Equipment Co Total:			241.63
GEOA9340 - Geo-Advantec Inc. Line Item Account			
201862	02/21/2018		
Inv	1170		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/31/2017	Swr Rehab. & Replacement Project Materials Testing Svcs 12/17	310-6010-6501-8170-000	510.00
Inv 1170 Total			510.00
201862 Total:			510.00
GEOA9340 - Geo-Advantec Inc. Total:			510.00
GRA1244 - Graffiti Control Systems Line Item Account			
201863	02/21/2018		
Inv	SPAS0118		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Citywide Graffiti Removal Svcs 1/18	101-6010-6410-8262-000	1,127.00
Inv SPAS0118 Total			1,127.00
201863 Total:			1,127.00
GRA1244 - Graffiti Control Systems Total:			1,127.00

Check Number	Check Date		Amount
GRA6601 - Grainger Line Item Account			
201864	02/21/2018		
Inv	9691293014		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	FD Equipment Maint.	101-5010-5011-8110-000	244.64
Inv 9691293014 Total			244.64
201864 Total:			244.64
GRA6601 - Grainger Total:			244.64
GREA6116 - Great Match Consulting Line Item Account			
201865	02/21/2018		
Inv	1690003761		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/16/2018	St. Div. Temp w/1/14/18	230-6010-6116-8180-000	823.20
Inv 1690003761 Total			823.20
Inv 1690003767			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/23/2018	St. Div. Temp w/ 1/21/18	230-6010-6116-8180-000	658.56
Inv 1690003767 Total			658.56
201865 Total:			1,481.76
GREA6116 - Great Match Consulting Total:			1,481.76
RYHG4010 - Hang, Ryan Line Item Account			
201866	02/21/2018		
Inv	2/7/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	59.95
Inv 2/7/18 Total			59.95
201866 Total:			59.95
RYHG4010 - Hang, Ryan Total:			59.95
HDL C3011 - HdL Coren &n Cone Line Item Account			
201867	02/21/2018		
Inv	0024983		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
01/24/2018	Contract Svcs Property Tax Jan-Mar 2018	101-3010-3011-8170-000	2,640.00
Inv 0024983 Total			2,640.00
201867 Total:			2,640.00
HDLC3011 - HdL Coren &n Cone Total:			2,640.00
MHSA3012 - Hsia, Melinda Line Item Account			
201868	02/21/2018		
Inv	2/5/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	Refund Rebate	500-3010-3012-8032-000	268.14
Inv 2/5/18 Total			268.14
201868 Total:			268.14
MHSA3012 - Hsia, Melinda Total:			268.14
JWDP4405 - J.W. Digsy Production Inc. Line Item Account			
201869	02/21/2018		
Inv	R395279		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	Refund Duplicate Business License Fee	101-0000-0000-4400-000	96.00
01/29/2018	Refund Duplicate Business License Fec	101-0000-0000-4405-000	1.00
Inv R395279 Total			97.00
201869 Total:			97.00
JWDP4405 - J.W. Digsy Production Inc. Total:			97.00
JSAR4011 - Jack's Auto Repair Line Item Account			
201870	02/21/2018		
Inv	15766		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	PD Unit# 1112 Replace Blower Motor Assembly, Oil Change Svcs	101-4010-4011-8100-000	1,494.34
Inv 15766 Total			1,494.34
Inv	15770		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Transit Unit# 250 Oil Change	207-8030-8025-8100-000	67.65
Inv 15770 Total			67.65

Check Number	Check Date		Amount
Inv	15776		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/02/2018	PD Unit# 1406 Replace Seat Belt Buckle	101-4010-4011-8100-000	289.21
Inv 15776 Total			289.21
Inv	15777		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	PD Unit# 1798 Replace Battery	101-4010-4011-8100-000	266.28
Inv 15777 Total			266.28
201870 Total:			2,117.48
JSAR4011 - Jack's Auto Repair Total:			2,117.48
JHA307 - John L. Hunter Associates, Inc. Line Item Account			
201871	02/21/2018		
Inv	SOPASCP0917		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/01/2017	Prof. Svcs NPDES Construction General Permit Assistance	101-9000-9160-9160-000	815.00
Inv SOPASCP0917 Total			815.00
Inv	SOPASCP1017		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/12/2017	Prof. Svcs NPDES Construction General Permit Assistance	101-9000-9160-9160-000	1,282.50
Inv SOPASCP1017 Total			1,282.50
201871 Total:			2,097.50
JHA307 - John L. Hunter Associates, Inc. Total:			2,097.50
JOJN7000 - Johnson, Joseph Line Item Account			
201872	02/21/2018		
Inv	2/5-7/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	Reimb. PD Training Expenses	101-4010-4011-8210-000	127.01
Inv 2/5-7/18 Total			127.01
201872 Total:			127.01
JOJN7000 - Johnson, Joseph Total:			127.01
JCRS5011 - Jones Coffee Roasters Line Item Account			

Check Number	Check Date		Amount
201873	02/21/2018		
	Inv	42755	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	02/01/2018	FD Dept Supplies	101-5010-5011-8020-000
	Inv 42755 Total		139.05
201873 Total:			139.05
JCRS5011 - Jones Coffee Roasters Total:			139.05
KOAC6010 - KOA Line Item Account			
201874	02/21/2018		
	Inv	JB53100-10	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	07/17/2017	Historic Resource Evaluation Report Svcs 6/17	207-6010-6011-8170-000
	07/17/2017	Historic Resource Evaluation Report Svcs 6/17	277-6010-6011-8170-000
	Inv JB53100-10 Total		2,710.00
	Inv	JB53100x11	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	09/26/2017	Historic Resource Evaluation Report Svcs 8/17	207-6010-6011-8170-000
	09/26/2017	Historic Resource Evaluation Report Svcs 8/17	277-6010-6011-8170-000
	Inv JB53100x11 Total		10,570.90
	Inv	JB53100x9	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	06/22/2017	Historic Resource Evaluation Report Svcs 5/17	277-6010-6011-8170-000
	06/22/2017	HSIP Crosswalks Engineering Designs 5/17	207-6010-6011-8170-000
	Inv JB53100x9 Total		2,311.71
201874 Total:			15,592.61
KOAC6010 - KOA Total:			15,592.61
LOS2230 - L.A.C. Registrar-Recorder Line Item Account			
201875	02/21/2018		
	Inv	15302	
	<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
	02/12/2018	Notice of Exemption - Monterey Rd. Meridian Ave. to Orange Grov	101-6010-6011-8020-000
	Inv 15302 Total		75.00
201875 Total:			75.00

Check Number	Check Date		Amount
LOS2230 - L.A.C. Registrar-Recorder Total:			75.00
CUR7778 - L.N. Curtis & Sons Line Item Account			
201876	02/21/2018		
Inv	156344		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	FD Dept. FIT Testing Fees	101-5010-5011-8020-000	49.98
Inv 156344 Total			49.98
201876 Total:			49.98
CUR7778 - L.N. Curtis & Sons Total:			49.98
LDCR6410 - LandCare USA LLC Line Item Account			
201877	02/21/2018		
Inv	105915		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/16/2017	Planting Project @ Garfield Park & Library	101-6010-6410-8180-000	1,320.00
Inv 105915 Total			1,320.00
Inv	116952		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/29/2017	Add 200' of Lateral Lines & 14 Heads @ Nelson Field	101-6010-6410-8180-000	550.00
Inv 116952 Total			550.00
201877 Total:			1,870.00
LDCR6410 - LandCare USA LLC Total:			1,870.00
LALP8010 - Los Angeles Lawyers Philharmonic Line Item Account			
201878	02/21/2018		
Inv	SP-11818		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	CD	101-8010-8011-8080-000	20.00
Inv SP-11818 Total			20.00
201878 Total:			20.00
LALP8010 - Los Angeles Lawyers Philharmonic Total:			20.00
LPC4011 - Lynn Peavey Company Line Item Account			
201879	02/21/2018		

Inv 340520

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	PD Rifle Boxes	101-4010-4011-8020-000	48.13

Inv 340520 Total 48.13

Inv 340686

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	PD Rifle Boxes	101-4010-4011-8020-000	122.00

Inv 340686 Total 122.00

201879 Total: 170.13

LPC4011 - Lynn Peavey Company Total: 170.13

MAQ7777 - Maqbool, Zahra Line Item Account

201880 02/21/2018

Inv R88428

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Refund Partial Basketball Class	101-0000-0000-5270-002	55.00

Inv R88428 Total 55.00

201880 Total: 55.00

MAQ7777 - Maqbool, Zahra Total: 55.00

MDCS4011 - MedCycle Systems Line Item Account

201881 02/21/2018

Inv 1209096

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	PD Evidence Room Medical Waste Disposal Fee	101-4010-4011-8020-000	115.00

Inv 1209096 Total 115.00

201881 Total: 115.00

MDCS4011 - MedCycle Systems Total: 115.00

MAMZ5505 - Mendoza, Mark Anthony Line Item Account

201882 02/21/2018

Inv 143906

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Refund Clearance Letter Request	101-0000-0000-5505-001	20.00

Inv 143906 Total 20.00

Check Number	Check Date		Amount
201882 Total:			20.00
MAMZ5505 - Mendoza, Mark Anthony Total:			20.00
OREI6711 - O' Reilly Automotive Inc. Line Item Account			
201883	02/21/2018		
Inv	3213-463684		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Sewer Div. Vehicle Maint. Supplies	210-6010-6501-8020-000	345.86
Inv 3213-463684 Total			345.86
201883 Total:			345.86
OREI6711 - O' Reilly Automotive Inc. Total:			345.86
OFF4011 - Office Solutions Line Item Account			
201884	02/21/2018		
Inv	I-01305700		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	PD Office Supplies	101-4010-4011-8020-000	59.90
01/25/2018	PD Office Supplies	101-4010-4011-8000-000	169.88
Inv I-01305700 Total			229.78
Inv	I-01306592		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	PD Office Supplies	101-4010-4011-8000-000	107.91
Inv I-01306592 Total			107.91
Inv	I-01308057		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	PD Office Supplies	101-4010-4011-8000-000	637.27
Inv I-01308057 Total			637.27
Inv	I-01308270		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	PD Office Supplies	101-4010-4011-8000-000	682.60
Inv I-01308270 Total			682.60
201884 Total:			1,657.56
OFF4011 - Office Solutions Total:			1,657.56

OSSS3010 - Olympic Staffing Services Line Item Account

201885	02/21/2018		
Inv 201824			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Finance Temp w/1/21/18	101-3010-3011-8180-000	279.00
Inv 201824 Total			279.00
Inv 202016			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Finance Temp w/1/31/18	101-3010-3011-8180-000	558.00
Inv 202016 Total			558.00
Inv 202047			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2018	Finance Temp w/2/4/18	101-3010-3011-8180-000	279.00
Inv 202047 Total			279.00
201885 Total:			1,116.00

OSSS3010 - Olympic Staffing Services Total:

1,116.00

VVOD5270 - Ordaz, Viviana Line Item Account

201886	02/21/2018		
Inv R88429			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Refund Cancelled Park Rsvp	101-0000-0000-5270-002	37.50
Inv R88429 Total			37.50
201886 Total:			37.50

VVOD5270 - Ordaz, Viviana Total:

37.50

OVD8011 - OverDrive Inc. Line Item Account

201887	02/21/2018		
Inv 01148CO18003393			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Books	101-8010-8011-8080-000	592.84
01/05/2018	Books	101-8010-8011-8080-000	-51.43
Inv 01148CO18003393 Total			541.41
201887 Total:			541.41

Check Number	Check Date		Amount
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OVDR8011 - OverDrive Inc. Total: 541.41

CNPO4011 - Pacheco, Cynthia Line Item Account

201888 02/21/2018

Inv 2/2/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	144.25

Inv 2/2/18 Total 144.25

201888 Total: 144.25

CNPO4011 - Pacheco, Cynthia Total: 144.25

PAL1111 - Palmieri, Michael Line Item Account

201889 02/21/2018

Inv 2/7/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	59.95

Inv 2/7/18 Total 59.95

201889 Total: 59.95

PAL1111 - Palmieri, Michael Total: 59.95

PHS4011 - Pasadena Humane Society Line Item Account

201890 02/21/2018

Inv Feb 2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2018	PD Animal Control Svcs 2/18	101-4010-4011-8180-000	10,124.50

Inv Feb 2018 Total 10,124.50

201890 Total: 10,124.50

PHS4011 - Pasadena Humane Society Total: 10,124.50

PAS8032 - Pasadena Ice Skating Center Line Item Account

201891 02/21/2018

Inv Win 2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2018	Instructor Ice Skating Classes	101-8030-8032-8267-000	640.00

Inv Win 2018 Total 640.00

201891 Total:	640.00
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PAS8032 - Pasadena Ice Skating Center Total:	640.00
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PFDF8032 - Petite Feet D & F Line Item Account

201892 02/21/2018

Inv Win 2018

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Instructor Gymnastics Class	101-8030-8032-8267-000	130.00

Inv Win 2018 Total	130.00
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201892 Total:	130.00
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PFDF8032 - Petite Feet D & F Total:	130.00
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PBPP8010 - Pitney Bowes Reserve Account Line Item Account

201893 02/21/2018

Inv 1006363812

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/23/2018	Postage Meter Supplies	101-5010-5011-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-3010-3011-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-7010-7011-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-1020-1021-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-6010-6011-8110-000	118.20
01/23/2018	Postage Meter Supplies	500-3010-3012-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-2010-2011-8110-000	118.20
01/23/2018	Postage Meter Supplies	500-6010-6710-8110-000	118.16
01/23/2018	Postage Meter Supplies	101-4010-4011-8110-000	118.20
01/23/2018	Postage Meter Supplies	101-2010-2013-8110-000	118.20

Inv 1006363812 Total	1,181.96
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Inv 21706007

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/11/2018	Reimb. Postage Meter	101-8010-8011-8010-000	500.00

Inv 21706007 Total	500.00
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201893 Total:	1,681.96
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PBPP8010 - Pitney Bowes Reserve Account Total:	1,681.96
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PSFM6410 - Professional Sports Field Maintenance Line Item Account

201894 02/21/2018

Inv 180126

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Lazer Leveling Infields @ Orange Grove & Arroyo Parks	101-6010-6410-8020-000	6,050.00

Check Number	Check Date		Amount
Inv 180126	Total		6,050.00
201894	Total:		6,050.00
PSFM6410 - Professional Sports Field Maintenance Total:			6,050.00
PRY7777 - Pryor Learning Solutions Line Item Account			
201895	02/21/2018		
Inv	4958677		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2018	Membership for Pryor Training Solutions	101-8030-8021-8200-000	199.00
Inv 4958677	Total		199.00
201895	Total:		199.00
PRY7777 - Pryor Learning Solutions Total:			199.00
RIPU8540 - Roadline Products Inc. USA Line Item Account			
201896	02/21/2018		
Inv	13823		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	Street Dept. Signs & Maint. Hardware	230-6010-6116-8020-000	481.80
Inv 13823	Total		481.80
201896	Total:		481.80
RIPU8540 - Roadline Products Inc. USA Total:			481.80
ROB1111 - Robledo, Shannon Line Item Account			
201897	02/21/2018		
Inv	2/7/18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	59.95
Inv 2/7/18	Total		59.95
201897	Total:		59.95
ROB1111 - Robledo, Shannon Total:			59.95
SOU5250 - S.P.Review & The Quarterly Magazine Line Item Account			
201898	02/21/2018		

Check Number	Check Date		Amount
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Inv A64428

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2018	Dial A Ride Ads	207-8030-8025-8040-000	120.00

Inv A64428 Total 120.00

Inv L64270

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/15/2017	Graves Reservoir Notice of Inviting Bids	500-6010-6710-8050-000	480.00

Inv L64270 Total 480.00

201898 Total: 600.00

SOU5250 - S.P.Review & The Quarterly Magazine Total: 600.00

SGVMC111 - San Gabriel Valley Medical Center Line Item Account

201899 02/21/2018

Inv 9182256

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/17/2018	PD Blood Alcohol w/ Drawal - Matthew Jude Mojarro	101-4010-4011-8170-000	48.00

Inv 9182256 Total 48.00

201899 Total: 48.00

SGVMC111 - San Gabriel Valley Medical Center Total: 48.00

SGVPCA00 - San Gabriel Valley Police Chief Association Line Item Account

201900 02/21/2018

Inv 2018-2019

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	Membership Dues - PD Chief Arthur Miller	101-4010-4011-8060-000	250.00

Inv 2018-2019 Total 250.00

201900 Total: 250.00

SGVPCA00 - San Gabriel Valley Police Chief Association Total: 250.00

SAN4958 - San Marino Security System Line Item Account

201901 02/21/2018

Inv 00111031

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/02/2018	Library Monitoring Sys Jan -Dec 2018	101-8010-8011-8180-000	432.00

Inv 00111031 Total 432.00

201901 Total: 432.00

SAN4958 - San Marino Security System Total: 432.00

MICH4011 - Sanchez, Michael Line Item Account

201902 02/21/2018

Inv 2/7/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2018	Reimb. PD Training Expense	101-4010-4011-8210-000	59.95

Inv 2/7/18 Total 59.95

201902 Total: 59.95

MICH4011 - Sanchez, Michael Total: 59.95

SCF1400 - SC Fuels Line Item Account

201903 02/21/2018

Inv 1079198

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	Fuel for City Vehicles	101-2010-2011-8100-000	140.05
01/30/2018	Fuel for City Vehicles	101-4010-4011-8105-000	6,022.14
01/30/2018	Fuel for City Vehicles	101-7010-7011-8100-000	140.05
01/30/2018	Fuel for City Vehicles	101-5010-5011-8105-000	560.20
01/30/2018	Fuel for City Vehicles	101-6010-6011-8100-000	140.05

Inv 1079198 Total 7,002.49

201903 Total: 7,002.49

SCF1400 - SC Fuels Total: 7,002.49

PSN3011 - So CA News Circulation Line Item Account

201904 02/21/2018

Inv 900041829

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	FD Subscriptions - Pasadena Star News	101-5010-5011-8080-000	170.21

Inv 900041829 Total 170.21

201904 Total: 170.21

PSN3011 - So CA News Circulation Total: 170.21

SWTL9399 - Southwest Pipeline & Trenchless Corp. Line Item Account

Check Number	Check Date		Amount
201905	02/21/2018		
	Inv #18		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/30/2017	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	137,723.16
	Inv #18 Total		137,723.16
	Inv #19		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Swr Rehab. & Replacement Project Construction Svcs	310-9000-9399-9399-000	323,342.90
	Inv #19 Total		323,342.90
201905 Total:			461,066.06
SWTL9399 - Southwest Pipeline & Trenchless Corp. Total:			461,066.06
STA5219 - Staples Business Advantage Line Item Account			
201906	02/21/2018		
	Inv 3363575306		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/28/2017	Library Office Supplies	101-8010-8011-8000-000	101.71
	Inv 3363575306 Total		101.71
	Inv 3364640373		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Library Office Supplies	101-8010-8011-8000-000	275.83
	Inv 3364640373 Total		275.83
	Inv 3364640374		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/05/2018	Library Office Supplies	101-8010-8011-8000-000	25.13
	Inv 3364640374 Total		25.13
	Inv 3365722589		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2018	FD Paramedic Printing	101-5010-5011-8050-000	318.39
	Inv 3365722589 Total		318.39
	Inv 3366388163		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2018	Mgmt Svcs Office Supplie	101-2010-2011-8020-000	14.98
01/25/2018	Finance Office Supplie	101-3010-3011-8000-000	430.41
	Inv 3366388163 Total		445.39

Inv	3366388165			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
01/25/2018	Finance Office Supplie		101-3010-3011-8000-000	236.48
01/25/2018	Plan/Bldg Office Supplie		101-7010-7011-8000-000	124.21

Inv 3366388165 Total 360.69

Inv	3366388168			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
01/25/2018	Recreation Office Supplies		101-8030-8032-8000-000	308.76

Inv 3366388168 Total 308.76

Inv	3366672843			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
01/27/2018	Recreation Office Supplies		101-8030-8032-8000-000	78.85

Inv 3366672843 Total 78.85

Inv	3366672853			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
01/27/2018	Water Dept. Office Supplies		500-6010-6711-8000-000	744.56

Inv 3366672853 Total 744.56

Inv	3366672854			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
01/27/2018	Comm. Svcs Office Supplies		101-8030-8021-8000-000	23.62
01/27/2018	Comm. Svcs Office Supplies		101-8030-8021-8020-000	27.99

Inv 3366672854 Total 51.61

Inv	3367333246			
<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
02/01/2018	Finance Office Supplie		101-3010-3011-8000-000	284.68

Inv 3367333246 Total 284.68

201906 Total: 2,995.60

STA5219 - Staples Business Advantage Total: 2,995.60

SCRR4010 - Superior Court of CA, County of LA Line Item Account

201907 02/21/2018

Inv Jan 2018

<u>Line Item Date</u>	<u>Line Item Description</u>		<u>Line Item Account</u>	
02/05/2018	PD Court Fees 1/18		101-0000-0000-4610-000	6,330.50

Inv Jan 2018 Total 6,330.50

201907 Total:			6,330.50
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SCRR4010 - Superior Court of CA, County of LA Total:			6,330.50
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SPWS8020 - SupplyWorks Line Item Account

201908 02/21/2018

Inv 420335416

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2017	Comm. Svcs Janitorial Supplies	101-6010-6601-8020-000	306.94

Inv 420335416 Total			306.94
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Inv 425145745

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2018	Library Janitorial Supplies	101-8010-8011-8120-000	287.28

Inv 425145745 Total			287.28
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Inv 426738571

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/24/2018	Library Janitorial Supplies	101-8010-8011-8120-000	371.95

Inv 426738571 Total			371.95
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201908 Total:			966.17
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SPWS8020 - SupplyWorks Total:			966.17
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TRE9241 - Trench Shoring Line Item Account

201909 02/21/2018

Inv 1094126-0010

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/14/2017	K-Rail for Hanscom & Illinois Dr.	230-6010-6116-8020-000	126.00

Inv 1094126-0010 Total			126.00
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201909 Total:			126.00
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TRE9241 - Trench Shoring Total:			126.00
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POR4707 - United Site Services, Inc. Line Item Account

201910 02/21/2018

Inv 114-5690427

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2017	Portable Toilet Svc Skate Park 8/15-9/11/17	101-8030-8032-8180-000	302.46

Inv 114-5690427 Total			302.46
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Inv 114-6327980

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2018	Portable Toilet Svc Skate Park 1/30-2/26/18	101-8030-8032-8180-000	318.67

Inv 114-6327980 Total 318.67

201910 Total: 318.67

POR4707 - United Site Services, Inc. Total: 621.13

VCMT6010 - Valley Construction Mgmt Line Item Account

201911 02/21/2018

Inv SD0625-21

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2018	Swr Rehab.& Replacement Project Const.Mgmt & InspectionSvcs-A	310-6010-6501-8170-000	12,810.00

Inv SD0625-21 Total 12,810.00

Inv SD0625-22

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	Swr Rehab. & Replacement Project Const. Mgmt & Inspection Svcs	310-6010-6501-8170-000	12,915.00

Inv SD0625-22 Total 12,915.00

201911 Total: 25,725.00

VCMT6010 - Valley Construction Mgmt Total: 25,725.00

WIT6353 - Wittman Enterprises LLC Line Item Account

201912 02/21/2018

Inv 1801059

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2018	Paramedic Payment Jan 2018	101-0000-0000-5290-001	4,424.99

Inv 1801059 Total 4,424.99

201912 Total: 4,424.99

WIT6353 - Wittman Enterprises LLC Total: 4,424.99

PUFG8267 - Wong, Pauline Line Item Account

201913 02/21/2018

Inv Jan 18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2018	Instructor Line Dance Class	101-8030-8021-8267-000	156.00

Inv Jan 18 Total			156.00
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201913 Total:			156.00
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PUFG8267 - Wong, Pauline Total:			156.00
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WODI8032 - Worthington Direct Line Item Account

201914 02/21/2018

Inv 307374SOU2074

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2018	FD Emergency Ops Adjustable Flipper Tables	101-5010-5012-8020-000	2,802.29
02/09/2018	FD Emergency Ops Adjustable Flipper Tables	101-0000-0000-2700-000	-193.77

Inv 307374SOU2074 Total			2,608.52
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201914 Total:			2,608.52
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WODI8032 - Worthington Direct Total:			2,608.52
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QUFU3012 - Wu, Qifeng Line Item Account

201915 02/21/2018

Inv 1/29/18



<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2018	Refund Rebate	500-3010-3012-8032-000	122.32

Inv 1/29/18 Total			122.32
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201915 Total:			122.32
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QUFU3012 - Wu, Qifeng Total:			122.32
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SUWU3012 - Wu, Susan Line Item Account

201916 02/21/2018

Inv 2/5/18

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2018	Refund Rebate	500-3010-3012-8032-000	100.00

Inv 2/5/18 Total			100.00
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201916 Total:			100.00
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SUWU3012 - Wu, Susan Total:			100.00
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YTH1023 - Y Tire Sales Line Item Account

201917 02/21/2018



Check Number	Check Date		Amount
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Inv 0006049

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2018	FD RA-81 Mount & Balance Tire	101-5010-5011-8100-000	40.00

Inv 0006049 Total 40.00

Inv 0006062

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2018	PD Tires	101-4010-4011-8100-000	404.35

Inv 0006062 Total 404.35

201917 Total: 444.35

YTI1023 - Y Tire Sales Total: 444.35

Total: 630,163.58

ATTACHMENT 4
Payroll 02-09-18

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 02.09.18

Account Number	Account Name	02.21.18
101-0000-0000-1010-000	General Fund - Payroll cash	560,166.93
	Other Withholding Payables	\$ 246,796.11
101-0000-0000-1010-000	Net General Fund - Payroll Cash	313,370.82
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	8,416.43
207-0000-0000-1010-000	Prop C - Payroll Cash	5,362.36
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	10,639.19
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	5,746.72
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	13,448.62
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	122.94
500-0000-0000-1010-000	Water Fund - Payroll Cash	46,493.46
700-0000-0000-2210-000	Internal Revenue Service	63,474.30
700-0000-0000-2220-000	Employment Development Dept.	24,716.91
700-0000-0000-2230-000	Internal Revenue Service	19,377.28
700-0000-0000-2240-000	PERS Pension	89,628.11
700-0000-0000-2260-000	Deferred Comp - Empower	11,497.04
700-0000-0000-2262-000	PERS Health - Actives	
101-3011-3041-7131-000	PERS Health - Retirees	
Total Checks & Direct Deposits		612,294.18
Checks		20,002.40
Direct Deposits		384,031.70
I.R.S Payments		82,418.02
E.D.D. - State of CA		24,716.91
PERS Pension		89,628.11
Deferred Comp - Empower		11,497.04
PERS Health		
		612,294.18
To 700		630,394.25
Other PR Payable		246,796.11
ACH Payable		383,598.14

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants **02.21.18**


<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



David Batt, Agency Treasurer

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018
TO: Honorable Mayor and City Council
VIA: Stephanie DeWolfe, City Manager
FROM: Gary E. Pia, City Treasurer
David Batt, Finance Director
SUBJECT: **Monthly Investment Reports for December 2017**

Recommendation Action

It is recommended that the City Council receive and file the monthly investment reports for December 2017.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

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

Background

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

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7476. Copies of the Resolution are available at the City Clerk's Office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

None.

AGENDA ITEM 8

Monthly Investment Reports for December 2017

February 21, 2018

Page 2 of 2

Public Notification of Agenda Item

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

Attachment: City Investment Reports for December 2017

Exhibit A

City of South Pasadena

INVESTMENT REPORT
December 31, 2017

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	1.239%	43.63%	12,712,641.38	12,712,641.38
SUBTOTAL			43.63%	<u>12,712,641.38</u>	<u>12,712,641.38</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.630%	40.31%	11,746,360.07	11,600,520.54
Corporate Bonds	See Exhibit B-1	2.809%	16.07%	<u>4,681,671.35</u>	<u>4,636,481.04</u>
SUBTOTAL			56.37%	<u>16,428,031.42</u>	<u>16,237,001.58</u>
TOTAL INVESTMENTS			100.00%	<u>\$29,140,672.80</u>	<u>\$28,949,642.96</u>

2016 WATER REVENUE BONDS ESCROW FUND **

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

Wells Fargo Govt. Securities	See Exhibit B-2	1.723%		42,717,000.00	42,619,686.21
Wells Fargo Uninvested Cash Balance				484.39	484.39

BANK ACCOUNTS:

Bank of the West Account Balance:				\$4,256,695.38	
Morgan Stanley Uninvested Cash Balance:				\$133,978.20	
Morgan Stanley Unsettled Transactions				\$0.00	
BNY Mellon Uninvested Cash Balance				\$427,174.82	

Required Disclosures:

Average weighted maturity of the portfolio 528 DAYS

Average weighted total yield to maturity of the portfolio 1.647%

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

All investments are in conformity with the City Investment Policy.

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

Exhibit B-1

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

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
1	Gov't. Securities	U.S. Treasury Note	912828ST8	4/24/2017	413,000.00	100.065	413,266.89	1.250%	1.201%	409,724.91	1.260%	4/30/2019	485	(3,541.98)
2	Gov't. Securities	U.S. Treasury Note	912828G95	7/7/2017	822,000.00	100.240	823,971.69	1.625%	1.503%	817,700.94	1.630%	12/31/2019	730	(6,270.75)
3	Gov't. Securities	U.S. Treasury Note	912828G95	11/17/2017	164,000.00	99.781	163,641.33	1.625%	1.730%	163,142.28	1.630%	12/31/2019	730	(499.05)
4	Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	259,000.00	98.461	255,013.73	1.250%	1.577%	255,570.84	1.260%	1/31/2020	761	557.11
5	Gov't. Securities	U.S. Treasury Note	912828H52	9/24/2015	35,000.00	99.566	34,848.24	1.250%	1.353%	34,536.60	1.260%	1/31/2020	761	(311.64)
6	Gov't. Securities	U.S. Treasury Note	912828H52	10/14/2015	15,000.00	99.914	14,987.12	1.250%	1.270%	14,801.40	1.260%	1/31/2020	761	(185.72)
7	Gov't. Securities	U.S. Treasury Note	912828H52	6/20/2016	97,000.00	100.657	97,637.53	1.250%	0.930%	95,715.72	1.260%	1/31/2020	761	(1,921.81)
8	Gov't. Securities	U.S. Treasury Note	912828L32	11/24/2015	250,000.00	98.641	246,601.50	1.375%	1.672%	246,347.50	1.390%	1/31/2020	761	(254.00)
9	Gov't. Securities	U.S. Treasury Note	912828L32	6/20/2016	74,000.00	100.918	74,679.62	1.375%	1.024%	72,918.86	1.390%	1/31/2020	761	(1,760.76)
10	Gov't. Securities	U.S. Treasury Note	912828L32	9/28/2016	329,000.00	100.912	331,999.41	1.375%	1.027%	324,193.31	1.390%	1/31/2020	761	(7,806.10)
11	Gov't. Securities	U.S. Treasury Note	912828N89	3/15/2016	498,000.00	99.469	495,354.62	1.375%	1.488%	488,508.12	1.400%	1/31/2021	1,127	(6,846.50)
12	Gov't. Securities	U.S. Treasury Note	912828N89	6/20/2016	150,000.00	100.871	151,306.28	1.375%	1.087%	147,141.00	1.400%	1/31/2021	1,127	(4,165.28)
13	Gov't. Securities	U.S. Treasury Note	912828N89	9/28/2016	280,000.00	100.893	282,501.75	1.375%	1.079%	274,663.20	1.400%	1/31/2021	1,127	(7,838.55)
14	Gov't. Securities	U.S. Treasury Note	912828B90	11/2/2017	736,000.00	100.554	740,075.51	2.000%	1.819%	735,565.76	2.000%	2/28/2021	1,155	(4,509.75)
15	Gov't. Securities	U.S. Treasury Note	912828F96	11/2/2017	494,000.00	100.300	495,481.81	1.750%	1.919%	491,875.80	2.000%	10/31/2021	1,400	(3,606.01)
16	Gov't. Securities	U.S. Treasury Note	912828WZ9	9/15/2017	494,000.00	99.883	493,421.03	1.750%	1.776%	485,488.38	1.780%	4/30/2022	1,581	(7,932.65)
17	Gov't. Securities	U.S. Treasury Note	912828P4	10/4/2017	413,000.00	99.816	412,241.73	1.875%	1.915%	407,403.85	1.900%	7/31/2022	1,673	(4,837.88)
18	Gov't. Securities	U.S. Treasury Note	912828P4	11/17/2017	579,000.00	99.211	574,431.11	1.875%	2.052%	571,154.55	1.900%	7/31/2022	1,673	(3,276.56)
19	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	10/20/2015	309,000.00	100.051	309,158.64	1.250%	1.217%	305,977.98	1.260%	8/1/2019	578	(3,180.66)
20	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	4/12/2016	309,000.00	100.437	310,350.02	1.250%	0.971%	305,977.98	1.260%	8/1/2019	578	(4,372.04)
21	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	7/7/2016	20,000.00	100.704	20,140.75	1.250%	0.802%	19,804.40	1.260%	8/1/2019	578	(336.35)
22	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	9/1/2016	345,000.00	100.429	346,481.38	1.250%	0.976%	341,625.90	1.260%	8/1/2019	578	(4,855.48)
23	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	9/28/2016	480,000.00	100.503	482,414.15	1.250%	0.960%	474,283.20	1.260%	10/2/2019	640	(8,130.95)
24	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	8/8/2016	500,000.00	100.751	503,757.32	1.375%	1.048%	492,525.00	1.390%	5/1/2020	852	(11,232.32)
25	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADB2	7/7/2017	360,000.00	101.679	366,045.47	2.375%	1.940%	363,236.40	2.350%	1/13/2022	1,474	(2,809.07)
26	Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADB2	8/4/2017	326,000.00	102.283	333,441.63	2.375%	1.786%	328,930.74	2.350%	1/13/2022	1,474	(4,510.89)
27	Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	8/12/2016	665,000.00	99.305	660,378.25	1.125%	1.271%	642,908.70	1.160%	7/14/2021	1,291	(17,469.55)
28	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	231,000.00	100.079	231,182.11	1.625%	1.537%	230,635.02	1.620%	11/27/2018	331	(547.09)
29	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	9/24/2015	30,000.00	100.471	30,141.41	1.625%	1.100%	29,952.60	1.620%	11/27/2018	331	(188.81)
30	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	10/14/2015	13,000.00	100.559	13,072.67	1.625%	1.003%	12,979.46	1.620%	11/27/2018	331	(93.21)
31	Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	7/7/2016	90,000.00	100.851	90,765.71	1.625%	0.681%	89,857.80	1.620%	11/27/2018	331	(907.91)
32	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	12/30/2014	630,000.00	100.343	632,160.06	1.875%	1.568%	630,163.80	1.870%	2/19/2019	415	(1,996.26)
33	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	9/24/2015	19,000.00	100.768	19,145.98	1.875%	1.190%	19,004.94	1.870%	2/19/2019	415	(141.04)
34	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	10/14/2015	13,000.00	100.875	13,113.75	1.875%	1.096%	13,003.38	1.870%	2/19/2019	415	(110.37)
35	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	7/7/2016	200,000.00	101.304	202,608.06	1.875%	0.717%	200,052.00	1.870%	2/19/2019	415	(2,556.06)
36	Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	9/1/2016	100,000.00	101.045	101,044.67	1.875%	0.946%	100,026.00	1.870%	2/19/2019	415	(1,018.67)
37	Gov't. Securities	Fed. National Mtg. Assn.	3135G0A78	1/4/2017	568,000.00	100.072	568,409.26	1.625%	1.589%	564,279.60	1.630%	1/21/2020	751	(4,129.66)
38	Gov't. Securities	Fed. National Mtg. Assn.	3135G0H55	7/7/2016	401,000.00	102.516	411,087.88	1.875%	1.019%	398,842.62	1.880%	12/28/2020	1,093	(12,245.26)
Subtotal Gov't. Securities					11,711,000.00		11,746,360.07	1.609%	1.445%	11,600,520.54	1.630%		965	(145,839.53)
39	Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	10/22/2015	59,000.00	101.023	59,603.86	2.900%	1.242%	59,345.74	2.880%	8/15/2018	227	(258.12)
40	Corporate Bond	Boeing Capital Corp. (Callabl	097014AM6	6/15/2016	20,000.00	101.141	20,228.19	2.900%	1.054%	20,117.20	2.880%	8/15/2018	227	(110.99)
41	Corporate	Metlife, Inc.	59156RAR9	6/17/2016	138,000.00	101.358	142,633.71	6.817%	1.374%	142,044.78	6.620%	8/15/2018	227	(588.93)

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

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
42 Corporate Bond	Metlife, Inc.	59156RAR9	9/15/2017	19,000.00	103.221	19,611.97	6.817%	1.589%	19,556.89	6.620%	8/15/2018	227	(55.08)
43 Corporate Bond	Pepsico Inc.	713448DA3	10/19/2017	163,000.00	100.664	164,082.76	2.250%	1.588%	163,462.92	2.240%	1/7/2019	372	(619.84)
44 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/14/2015	112,000.00	100.119	112,133.01	2.100%	1.984%	111,961.92	2.100%	1/15/2019	380	(171.09)
45 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	9/29/2015	6,000.00	100.358	6,021.47	2.100%	1.751%	5,997.96	2.100%	1/15/2019	380	(23.51)
46 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	10/16/2015	3,000.00	100.408	3,012.23	2.100%	1.702%	2,998.98	2.100%	1/15/2019	380	(13.25)
47 Corporate Bond	Bank of New York Mellon (Ca	06406HCP2	6/14/2016	39,000.00	100.918	39,358.10	2.100%	1.208%	38,986.74	2.100%	1/15/2019	380	(371.36)
48 Corporate Bond	Kimberly-Clark Corp.	494368BT9	10/31/2016	82,000.00	100.273	82,224.14	1.400%	1.154%	81,414.52	1.410%	2/15/2019	411	(809.62)
49 Corporate Bond	United Parcel Service	911312AK2	10/31/2016	75,000.00	104.733	78,549.42	5.125%	1.294%	77,788.50	4.940%	4/1/2019	456	(760.92)
50 Corporate Bond	John Deere Capital Corp.	24422ERR2	10/22/2015	61,000.00	100.708	61,432.16	2.250%	1.694%	61,073.20	2.240%	4/17/2019	472	(358.96)
51 Corporate Bond	US Bancorp (Callable)	91159HHB9	6/13/2016	61,000.00	101.142	61,696.84	2.200%	1.321%	61,172.63	2.190%	4/25/2019	480	(524.21)
52 Corporate Bond	US Bancorp (Callable)	91159HHB9	6/15/2016	20,000.00	101.123	20,224.66	2.200%	1.336%	20,056.60	2.190%	4/25/2019	480	(168.06)
53 Corporate Bond	Caterpillar Financial	14912L6B2	7/1/2016	78,000.00	101.320	79,029.58	2.100%	1.172%	78,037.44	2.090%	6/9/2019	525	(992.14)
54 Corporate Bond	Home Depot Inc.	437076BE1	4/27/2015	32,000.00	100.717	32,229.40	2.000%	1.500%	32,013.44	1.990%	6/15/2019	531	(215.96)
55 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	9/29/2015	8,000.00	100.434	8,034.72	2.000%	1.697%	8,003.36	1.990%	6/15/2019	531	(31.36)
56 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	10/16/2015	2,000.00	100.723	2,014.45	2.000%	1.496%	2,000.84	1.990%	6/15/2019	531	(13.61)
57 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	6/14/2016	38,000.00	101.199	38,455.50	2.000%	1.167%	38,015.96	1.990%	6/15/2019	531	(439.54)
58 Corporate Bond	Paccar Financial Corp.	69371RN36	11/17/2016	83,000.00	98.949	82,127.67	1.200%	1.594%	81,750.02	1.210%	8/12/2019	589	(377.65)
59 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	8/28/2015	111,000.00	100.470	111,521.61	2.100%	1.804%	111,053.28	2.090%	8/14/2019	591	(468.33)
60 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/29/2015	7,000.00	100.706	7,049.42	2.100%	1.656%	7,003.36	2.090%	8/14/2019	591	(46.06)
61 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	9/15/2017	45,000.00	100.805	45,362.10	2.100%	1.594%	45,021.60	2.090%	8/14/2019	591	(340.50)
62 Corporate Bond	Honeywell Internatoinal	438516BJ4	1/31/2017	82,000.00	99.468	81,563.76	1.400%	1.598%	81,111.94	1.410%	10/30/2019	668	(451.82)
63 Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	100.575	105,604.15	1.900%	1.580%	104,754.30	1.900%	11/1/2019	670	(849.85)
64 Corporate Bond	Proctor & Gamble Co.	742718EG0	9/29/2015	13,000.00	100.505	13,065.68	1.900%	1.619%	12,969.58	1.900%	11/1/2019	670	(96.10)
65 Corporate Bond	Proctor & Gamble Co.	742718EG0	10/16/2015	3,000.00	100.767	3,023.02	1.900%	1.474%	2,992.98	1.900%	11/1/2019	670	(30.04)
66 Corporate Bond	Proctor & Gamble Co.	742718EG0	6/16/2016	40,000.00	101.465	40,586.18	1.900%	1.090%	39,906.40	1.900%	11/1/2019	670	(679.78)
67 Corporate Bond	Costco Wholesale Group	22160KAF2	8/8/2016	81,000.00	101.156	81,936.76	1.700%	1.100%	80,480.79	1.710%	12/15/2019	714	(1,455.97)
68 Corporate Bond	BB&T Corp. (Callable)	05531FAS2	5/31/2017	81,000.00	101.084	81,878.14	2.450%	1.905%	81,268.11	2.440%	1/15/2020	745	(610.03)
69 Corporate Bond	PNC Funding Corp.	693476BJ1	9/10/2015	101,000.00	105.764	106,821.23	5.125%	2.300%	106,597.42	4.850%	2/8/2020	769	(223.81)
70 Corporate Bond	PNC Funding Corp.	693476BJ1	9/29/2015	6,000.00	105.895	6,353.67	5.125%	2.238%	6,332.52	4.850%	2/8/2020	769	(21.15)
71 Corporate Bond	PNC Funding Corp.	693476BJ1	10/16/2015	2,000.00	105.926	2,118.52	5.125%	2.223%	2,110.84	4.850%	2/8/2020	769	(7.68)
72 Corporate Bond	PNC Funding Corp.	693476BJ1	6/14/2016	34,000.00	106.686	36,273.27	5.125%	1.866%	35,884.28	4.850%	2/8/2020	769	(388.99)
73 Corporate Bond	Comcast Corp.	20030NBA8	6/22/2015	98,000.00	105.936	103,817.14	5.150%	2.296%	103,862.36	4.850%	3/1/2020	791	45.22
74 Corporate Bond	Comcast Corp.	20030NBA8	9/29/2015	8,000.00	106.594	8,527.48	5.150%	2.023%	8,478.56	4.850%	3/1/2020	791	(48.92)
75 Corporate Bond	Comcast Corp.	20030NBA8	10/16/2015	2,000.00	106.817	2,136.34	5.150%	1.921%	2,119.64	4.850%	3/1/2020	791	(16.70)
76 Corporate Bond	Comcast Corp.	20030NBA8	6/14/2016	38,000.00	107.698	40,925.06	5.150%	1.523%	40,273.16	4.850%	3/1/2020	791	(651.90)
77 Corporate Bond	Comcast Corp.	20030NBA8	9/15/2017	5,000.00	107.036	5,351.80	5.150%	1.823%	5,299.10	4.850%	3/1/2020	791	(52.70)
78 Corporate Bond	Qualcomm Inc.	747525ASP8	5/31/2017	82,000.00	100.331	82,271.62	2.100%	1.957%	81,654.78	2.100%	5/20/2020	871	(616.84)
79 Corporate Bond	Wal-Mart	931142CU5	9/6/2016	76,000.00	105.827	80,428.83	3.625%	1.267%	78,669.88	3.500%	7/8/2020	920	(1,758.95)
80 Corporate Bond	Target Corp.	87612EAV8	5/19/2016	39,000.00	105.682	41,216.04	3.875%	1.582%	40,604.46	3.720%	7/15/2020	927	(611.58)
81 Corporate Bond	Target Corp.	87612EAV8	6/16/2016	36,000.00	105.798	38,087.44	3.875%	1.537%	37,481.04	3.720%	7/15/2020	927	(606.40)
82 Corporate Bond	United Health Group Inc.	91324PCM2	9/24/2015	53,000.00	101.158	53,613.79	2.700%	2.228%	53,612.68	2.660%	7/15/2020	927	(1.11)
83 Corporate Bond	United Health Group Inc.	91324PCM2	9/29/2015	7,000.00	101.344	7,094.05	2.700%	2.153%	7,080.92	2.660%	7/15/2020	927	(13.13)
84 Corporate Bond	United Health Group Inc.	91324PCM2	6/20/2016	18,000.00	102.673	18,481.06	2.700%	1.621%	18,208.08	2.660%	7/15/2020	927	(272.98)
85 Corporate Bond	United Health Group Inc.	91324PCM2	5/22/2017	42,000.00	102.080	42,873.40	2.700%	1.858%	42,485.52	2.660%	7/15/2020	927	(387.88)
86 Corporate Bond	Intel Corp.	458140AQ3	9/23/2015	56,000.00	100.643	56,359.82	2.450%	2.192%	56,610.40	2.420%	7/29/2020	941	250.58

Exhibit B-1

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

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
87	Corporate Bond	Intel Corp.	458140AQ3	9/29/2015	3,000.00	100.853	3,025.58	2.450%	2.108%	3,032.70	2.420%	7/29/2020	941	7.12
88	Corporate Bond	Intel Corp.	458140AQ3	6/14/2016	20,000.00	102.211	20,442.26	2.450%	1.571%	20,218.00	2.420%	7/29/2020	941	(224.26)
89	Corporate Bond	State Street Corp.	857477AS2	6/13/2016	54,000.00	102.231	55,204.65	2.550%	1.679%	54,358.02	2.530%	8/18/2020	961	(846.63)
90	Corporate Bond	State Street Corp.	857477AS2	6/15/2016	24,000.00	102.303	24,552.82	2.550%	1.651%	24,159.12	2.530%	8/18/2020	961	(393.70)
91	Corporate Bond	The Walt Disney Co.	25468PDE3	11/27/2015	60,000.00	100.412	60,246.96	2.150%	1.993%	59,938.20	2.150%	9/17/2020	991	(308.76)
92	Corporate Bond	The Walt Disney Co.	25468PDE3	6/20/2016	20,000.00	102.291	20,468.14	2.150%	1.287%	19,979.40	2.150%	9/17/2020	991	(478.74)
93	Corporate Bond	Bank of America	06051GFT1	12/14/2017	163,000.00	100.850	164,385.59	2.625%	2.309%	164,369.20	2.600%	10/19/2020	1,023	(16.39)
94	Corporate Bond	Coca-Cola Co.	191216BT6	6/16/2016	62,000.00	100.880	62,545.49	1.875%	1.555%	61,679.46	1.880%	10/27/2020	1,031	(866.03)
95	Corporate Bond	Coca-Cola Co.	191216BT6	6/27/2016	19,000.00	101.281	19,243.42	1.875%	1.410%	18,901.77	1.880%	10/27/2020	1,031	(341.65)
96	Corporate Bond	ACE INA Holdings Inc.	00440EAT4	6/6/2016	61,000.00	101.292	61,788.29	2.300%	1.822%	60,903.01	2.300%	11/3/2020	1,038	(885.28)
97	Corporate Bond	ACE INA Holdings Inc.	00440EAT4	5/22/2017	62,000.00	100.983	62,609.46	2.300%	1.942%	61,901.42	2.300%	11/3/2020	1,038	(708.04)
98	Corporate Bond	Johnson & Johnson	478160CH5	11/13/2017	83,000.00	100.132	83,109.55	1.950%	1.902%	82,607.41	1.950%	11/10/2020	1,045	(502.14)
99	Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/13/2016	55,000.00	101.761	55,968.44	2.419%	1.789%	55,332.20	2.400%	11/17/2020	1,052	(636.24)
100	Corporate Bond	Chevron Corp. (Callable)	166764AY6	6/27/2016	25,000.00	101.918	25,479.62	2.419%	1.733%	25,151.00	2.400%	11/17/2020	1,052	(328.62)
101	Corporate Bond	VISA	92826CAA0	5/11/2017	162,000.00	100.616	162,998.26	2.200%	1.984%	161,872.02	2.200%	12/14/2020	1,079	(1,126.24)
102	Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	5/3/2016	109,000.00	108.536	118,304.19	4.625%	1.709%	115,632.65	4.350%	1/7/2021	1,103	(2,671.54)
103	Corporate Bond	Gen. Electric Capital Corp.	36962G4Y7	6/14/2016	34,000.00	108.718	36,964.26	4.625%	1.650%	36,068.90	4.350%	1/7/2021	1,103	(895.36)
104	Corporate Bond	Occidental Petroleum Corp. (674599BY0	5/20/2016	75,000.00	105.814	79,360.77	4.100%	2.140%	78,550.50	3.910%	2/1/2021	1,128	(810.27)
105	Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	6/24/2016	162,000.00	101.611	164,610.38	2.222%	1.697%	161,637.12	2.200%	3/1/2021	1,156	(2,973.26)
106	Corporate Bond	JP Morgan Chase	46625HHZ6	8/8/2017	151,000.00	107.609	162,488.89	4.625%	2.258%	161,218.17	4.330%	5/10/2021	1,226	(1,270.72)
107	Corporate Bond	3M Co. (Callable)	88579YAU5	9/23/2016	65,000.00	100.093	65,060.15	1.625%	1.599%	63,416.60	1.660%	9/19/2021	1,358	(1,643.55)
108	Corporate Bond	3M Co. (Callable)	88579YAU5	9/15/2017	17,000.00	99.207	16,865.19	1.625%	1.831%	16,585.88	1.660%	9/19/2021	1,358	(279.31)
109	Corporate Bond	MasterCard, Inc.	57636QAF1	5/11/2017	164,000.00	99.249	162,768.36	2.000%	2.175%	161,899.16	2.020%	11/21/2021	1,421	(869.20)
110	Corporate Bond	Microsoft Corp.	594918BA1	10/5/2017	82,000.00	101.092	82,895.64	2.375%	2.096%	81,867.16	2.370%	11/21/2021	1,421	(1,028.48)
111	Corporate Bond	American Express Credit (Cal	0258M0EG0	9/8/2017	162,000.00	101.942	165,145.54	2.700%	2.210%	162,524.88	2.690%	3/3/2022	1,523	(2,620.66)
112	Corporate Bond	Burlington North Santa Fe (C:	12189LAH4	9/14/2017	79,000.00	103.604	81,846.99	3.050%	2.149%	80,651.89	2.980%	3/15/2022	1,535	(1,195.10)
113	Corporate Bond	Apple Inc.	037833BF6	9/8/2017	160,000.00	102.506	164,009.41	2.700%	2.096%	161,169.60	2.680%	5/13/2022	1,594	(2,839.81)
114	Corporate Bond	Oracle Corp.	68389XBB0	10/5/2017	81,000.00	101.541	82,247.83	2.500%	2.129%	81,127.98	2.490%	5/15/2022	1,596	(1,119.85)
Subtotal Corporate Bonds					4,584,000.00		4,681,671.35	2.871%	1.797%	4,636,481.04	2.809%		906	(45,190.31)
Money Market Liquid Asset Fund					0.00						0.010%		1	
Uninvested Cash					0.00				133,978.20	0.060%			1	
Subtotal Cash & Cash Equivalents							0.00		133,978.20				1	
Grand Totals					16,295,000.00		16,428,031.42	1.968%	1.545%	16,370,979.78	1.950%		940	(191,029.84)

Unsettled Transactions

Subtotal Unsettled Transactions		0.00		0.00		0.00		0.00		0
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Funds and Investments
 Held by Contracted (Third) Parties
 December 31, 2017

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Totals incl. Unsettled Transactions				16,295,000.00		16,428,031.42			16,370,979.78				(191,029.84)
Totals per Bank Statement				16,295,000.00		16,428,031.42			16,370,979.78				(191,029.84)

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Exhibit B-2

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

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity
BNY Mellon Project Fund								
1 Cash			0.00	0.010%	0.00	0.010%		1
2 Morgan Stanley Treasury Portfolio			427,174.82	0.250%	427,174.82	0.250%		1
Subtotal Cash & Cash Equivalents			427,174.82	0.250%	427,174.82	0.250%		1
Total Project Fund			427,174.82	0.250%	427,174.82	0.250%		1

Wells Fargo Escrow Fund -- Information Only

1 Cash			484.39	0.100%	484.39	0.100%		1
Subtotal Cash & Cash Equivalents			484.39	0.100%	484.39	0.100%		1
2 Gov't. Securities U.S. Treasury Note		11/10/2016	595,000.00	0.875%	594,256.25	0.875%	3/31/2018	90
3 Gov't. Securities U.S. Treasury Note		11/10/2016	1,442,000.00	1.375%	1,438,164.28	1.375%	9/30/2018	273
4 Gov't. Securities U.S. Treasury Note		11/10/2016	592,000.00	1.625%	590,265.44	1.625%	3/31/2019	455
5 Gov't. Securities U.S. Treasury Note		11/10/2016	40,088,000.00	1.750%	39,997,000.24	1.750%	9/30/2019	638
Subtotal Securities			42,717,000.00	1.723%	42,619,686.21	1.723%		6
Total Escrow Fund			42,717,484.39	1.723%	42,620,170.60	1.723%		616

Exhibit C

City of South Pasadena
Investment Report

Summary of Invested Funds -- Last Day of the Month

6-8

MONTH	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
JULY	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803
AUGUST	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925
SEPTEMBER	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657
OCTOBER	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973
NOVEMBER	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176
DECEMBER	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643
JANUARY	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	
FEBRUARY	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	
MARCH	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	
APRIL	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	
MAY	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	
JUNE	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	

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City of South Pasadena Agenda Report


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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager 

FROM: David Batt, Finance Director 

SUBJECT: **Discretionary Fund Request from Councilmember Cacciotti for the Purpose of Purchasing Bicycle Lights for the Metro Bicycle Friendly Business District Bike San Gabriel Valley Pilot Program**

Recommendation Action

It is recommended that the City Council approve the Discretionary Fund request by Councilmember Cacciotti designating \$250 for the purpose of contributing to the purchase of bicycle lights for the Metro Bicycle Friendly Business District's Bike San Gabriel Valley Pilot Program (Program).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

Councilmember Cacciotti requested approval for and received a second from Mayor Schneider to place on a future City Council meeting agenda, the use of discretionary funds to contribute to the purchase of bicycle lights for the Program. This Program is designed to encourage more people to bike to local shops, and get businesses involved by adding more bicycle amenities that will help attract more customers to their stores.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the Fiscal Year (FY) 2017-18 Budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each Councilmember. Discretionary funds must be used for a public purpose benefiting the City of South Pasadena (City).

On August 17, 2011, the City Council approved Resolution No. 7174, which established guidelines for discretionary budget accounts. The Resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and excludes the request being considered in this staff report.

CITY OF SOUTH PASADENA 9

Discretionary Fund Request for the Metro Bicycle Friendly Business District Bike SGV Pilot Program
 February 21, 2018
 Page 2 of 3

City Councilmembers Discretionary Funds Fiscal Year 2016/17						
Date Pledged		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$9,578	\$9,950	\$8,000	\$8,100	\$9,600
	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	<i>Total</i>	<i>13,578</i>	<i>13,950</i>	<i>12,000</i>	<i>12,100</i>	<i>13,600</i>
10/19/2016	So. Pas. Beautiful Tree Planting					250
12/21/2016	Offset Losses by TOR Committee	1,000	1,000	1,000	1,000	1,000
4/19/2017	Ray Bradbury Mural at Library	500	500	500	1,000	1,500
5/3/2017	Sound Tech. Svcs. at Teen Concert				700	
6/21/2017	Eagle Scout Project	2,078				
6/21/2017	So. Pas. Beautiful Arbor Committee					850
6/21/2017	Senior Center Tower Garden			800		
6/21/2017	Senior Center Computers		1,000			
6/21/2017	Fire Dept. Educational Supplies		500			
6/21/2017	Children's Summer Reading Program		400			
6/21/2017	Shadow Box at Ray Bradbury Conf. Room		100			
	<i>YTD Appropriations</i>	<i>3,578</i>	<i>3,500</i>	<i>2,300</i>	<i>2,700</i>	<i>3,600</i>
	Available at 6/30/17	\$10,000	\$10,450	\$9,700	\$9,400	\$10,000

City Councilmembers Discretionary Funds Fiscal Year 2017/18						
Date Pledged		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$10,000	\$10,000	\$9,700	\$9,400	\$10,000
	Plus Current Year Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
	<i>Total</i>	<i>14,000</i>	<i>14,000</i>	<i>13,700</i>	<i>13,400</i>	<i>14,000</i>
7/19/2017	Native Plants for the Nature Park	200	250	250	250	250
9/20/2017	Eagle Scout Project - Nature Park Sign	300	100	50		
10/4/2017	SPARC Utility Art Box	250	250	250		
1/17/2018	U.S. Post Office Frontage Improvements	500				
1/17/2018	Memorial Stone for Armazd Andressian, Jr.		150			
1/17/2018	So. Pasadena PTA Special Needs Conference		150			
2/7/2018	So. Pasadena PTA Special Needs Conference	250		200	250	
	<i>YTD Appropriations</i>	<i>1,500</i>	<i>900</i>	<i>750</i>	<i>500</i>	<i>250</i>
	Available at 2/21/18	\$12,500	\$13,100	\$12,950	\$12,900	\$13,750

Discretionary Fund Request for the Metro Bicycle Friendly Business District Bike SGV Pilot Program

February 21, 2018

Page 3 of 3

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

Funds are available in the FY 2017-18 Budget.

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 of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018
TO: Honorable Mayor and City Council
VIA: Stephanie DeWolfe, City Manager
FROM: David Batt, Finance Director
SUBJECT: **Mid-Year Financial Report for Fiscal Year 2017-18**

Recommendation Action

It is recommended that the City Council:

1. Appropriate from General Fund Reserves \$5,000 to Account #101-1020-1022-8040 Elections Advertising, \$45,000 to Account #101-1020-1022-8170 Elections Professional Services, and \$50,000 to Account #101-2010-2013-8160 Personnel Legal Services.
2. Receive and File the Mid-Year Financial Report for Fiscal Year (FY) 2017-18.

Executive Summary

General Fund revenues and expenditures are currently in line with budget projections and are not expected to deviate significantly during the second half of the fiscal year. Expenditures for elections are approximately \$35,000 over budget at mid-year due to the costs of the transition to district-based elections. Further expenses for noticing and consultant services are also expected to be incurred before the end of the fiscal year. Staff is therefore recommending that an additional appropriation of \$50,000 be approved at this time. Legal services for personnel matters reached 77.4% of budget at mid-year. As of February 21, 2018, with the latest payments to the City's labor attorneys, costs are now at 98% of budget. With the Employer-Employee Relations Policy and Rules and Regulations also being developed at this time, there will not be any funds available for reallocation and staff is recommending an additional appropriation of \$50,000 to cover the rest of this year's expenses.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

New appropriations in the total amount of \$100,000 are being requested to cover the costs of the transition to district-based elections and personnel legal services. This represents an addition of 0.4% to FY 2017-18 General Fund expenditures.

General Fund Revenues

Revenue projections are prepared using a conservative methodology based primarily on historical trends and adjustments for known or anticipated factors that affect the City's General Fund. FY 2017-18 year-end revenues are not expected to differ significantly from budgeted estimates. The \$13.6 million in projected property tax revenues make up 51.1% of total General

Fund revenues. Property taxes are less than 50% at mid-year since the majority of this revenue is received in the second half of the fiscal year; current revenues are higher than at this same point last year. These revenues continue to grow along with assessed valuations, which increased by 5.0% over the prior fiscal year.

Sales taxes throughout the State of California have been increasing over the last several years, with receipts for many municipalities, including South Pasadena surpassing pre-recession levels. Currently, sales taxes make up 9.8% of General Fund revenues. The most recent quarterly adjusted sales tax receipts for the City were 4.2% higher than the same quarter one year ago, due primarily to an increase in restaurant businesses. Gasoline service stations, restaurants and supermarkets make up the majority of the top 25 sales tax producing businesses in the City, but it should be noted that fewer than 15 businesses within the City generate 50% of the City's total sales tax revenues. As with property taxes, the majority of sales taxes are received after mid-year, and current revenues are higher than at this point last year. Los Angeles County adjusted receipts increased by 2.9% within the same timeframe.

UUTs are not expected to exceed projections as increased conservation efforts, and changes in the way customers manage their telephone plans are limiting the amount of growth in this revenue source. The amount of taxes received by the end of December only represent the first five months of the year since these taxes are not paid until the following month, and are slightly lower than at this point last year. Overall, UUT revenues make up 13% of total General Fund revenues.

Franchise fees for gas and electric service are not received until the second half of the fiscal year; however, current revenues for the refuse and cable TV franchises are slightly lower than at this point last year. Revenue from the use of money and property includes unrealized losses on the City's managed investment portfolio. Since it is not the City's policy to realize losses, this artificially lowers the apparent earnings. Interest revenues actually received are 14% higher than at this point last year.

Revenue Category	Actual	Actual	Actual	Adopted	Mid-Year	Mid-Year
	2014/15	2015/16	2016/17	2017/18	2017/18	Percentage
Property Taxes	11,990,074	12,632,984	13,236,932	13,664,979	4,639,430	33.95%
Sales Taxes	2,414,498	2,635,968	2,456,666	2,625,000	804,533	30.65%
Utility Users Taxes	3,423,217	3,414,827	3,381,948	3,430,000	1,416,368	41.29%
Franchise Fees	878,331	875,303	818,724	840,000	261,142	31.09%
License & Permits	1,010,779	1,028,583	1,054,463	1,006,440	488,726	48.56%
Fines & Forfeitures	347,585	444,556	397,738	367,000	232,726	63.41%
Use of Money & Property	520,879	681,073	541,749	632,671	247,693	39.15%
Other Agencies	439,733	136,328	76,385	670,000	-	0.00%
Current Services	2,974,124	2,805,481	2,915,875	2,386,050	1,287,953	53.98%
All Other Revenues	1,189,312	1,834,950	1,475,703	1,112,502	306,684	27.57%
Total GF Revenues	25,188,530	26,490,054	26,356,183	26,734,642	9,685,257	36.23%

General Fund Expenditures

At mid-year, General Fund expenditures are approximately 45.9% of the current budget. Departments continue to do an excellent job managing wages and benefit expenditures, which are at 52.4% of budget. This figure is actually higher than would be expected at this point because the City paid the entire unfunded liability portion of our annual PERS contributions in July 2017. Normally, only one-twelfth of the total liability component would be paid each month along with the regular pension costs, but by prepaying, the City saved approximately \$61,500.

The Non-Departmental/Overhead division shows mid-year expenditures at 70.6% of budget because the majority of these costs are paid in the first half of the fiscal year (these include general liability premiums, and L.A. County property tax administration fees).

Expenditures for elections are approximately \$35,000 over budget at mid-year due to the costs of the transition to district-based elections. Further expenses for noticing and consultant services are also expected to be incurred before the end of the fiscal year. Staff is therefore recommending that an additional appropriation of \$50,000 be approved at this time.

Citywide Legal Expenses

At the May 17, 2017 City Council Meeting, then-Mayor Pro Tem Schneider requested that staff evaluate whether there would be available savings from the Personnel Division legal budget that could be reallocated at mid-year to the Tree Management Reserve. However, due to the expenses related to the protracted MOU negotiations with the employee bargaining groups, as well as ongoing claims, legal services for personnel matters reached 77.4% of budget at mid-year. As of February 21, 2018, with the latest payments to the City's labor attorneys, costs are now at 98% of budget. With the Employer-Employee Relations Policy and Rules and Regulations also being developed at this time, there will not be any funds available for reallocation and staff is recommending an additional appropriation of \$50,000 to cover the rest of this year's expenses.

Mid-Year Financial Report for FY 2017-18

February 21, 2018

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Department/Program Exp	Actual 2014/15	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Mid-Year Percentage
City Council	51,726	53,999	42,195	66,388	25,025	37.70%
Management Services						
City Manager	830,416	743,916	918,114	971,844	408,987	42.08%
City Clerk	366,552	393,222	444,655	463,822	252,399	54.42%
Elections	1,287	64,149	19,457	8,600	43,572	506.65%
Human Resources	247,364	113,228	247,127	219,400	174,606	79.58%
Transportation Planning	222,373	205,599	54,926	187,000	22,558	12.06%
Legal Services	255,007	261,455	257,586	265,000	113,694	42.90%
Information Systems	302,807	407,339	487,296	490,045	176,651	36.05%
Finance						
Finance	653,960	619,109	643,953	708,802	370,679	52.30%
City Treasurer	9,291	9,295	9,380	9,249	4,625	50.01%
Non-Dept./Overhead	852,559	886,536	947,865	918,378	648,467	70.61%
Police	7,198,511	7,529,818	8,419,495	8,620,012	4,367,458	50.67%
Fire						
Fire	4,467,061	4,626,740	5,031,694	4,592,889	2,450,545	53.36%
Emergency Services	-	36,516	23,505	35,000	5,135	14.67%
Public Works						
Environmental Services	423,981	176,958	210,595	304,166	101,440	33.35%
Admin. & Engineering	148,512	485,049	372,784	499,453	225,336	45.12%
Park Maintenance	367,340	409,997	414,864	532,230	180,937	34.00%
Facilities Maintenance	660,346	654,372	683,017	739,674	343,167	46.39%
Planning & Building	1,093,878	1,002,540	1,158,096	1,099,492	467,298	42.50%
Library	1,533,840	1,473,447	1,525,469	1,716,477	878,791	51.20%
Community Services						
Senior Services	297,272	244,462	291,590	349,487	146,550	41.93%
Community Services	279,225	280,051	285,448	246,836	103,106	41.77%
Recreation/Youth Services	613,593	660,451	679,960	856,063	428,927	50.10%
Capital Projects	2,473,270	2,728,182	483,614	1,620,000	644,568	-
Misc/Transfers Out	596,137	676,460	5,473,409	1,900,000	-	0.00%
Total GF Expenses	23,946,308	24,742,890	29,126,094	27,420,307	12,584,521	45.89%
101<Wages & Benefits>	15,193,994	15,672,149	17,464,420	17,960,310	9,407,769	52.38%
101<Operations & Maintenance>	5,632,485	5,564,847	5,541,052	5,751,997	2,465,795	42.87%
101<Capital Outlay>	50,422	101,252	163,599	188,000	66,389	35.31%
101<Capital Projects>	2,473,270	2,728,182	483,614	1,620,000	644,568	39.79%
101<Transfer Out>	596,137	676,460	5,473,409	1,900,000	-	0.00%
Total General Fund	23,946,308	24,742,890	29,126,094	27,420,307	12,584,521	45.89%

Department/Program Exp	Actual 2015/16	Actual 2016/17	Adopted 2017/18	Mid-Year 2017/18	Mid-Year Percentage
<u>101-2013-8160 (Personnel)</u>					
City Attorney (Colantuono, Highsmith & Whatley)	9,345	8,461		5,173	
Goldman, Magdalin & Krikes, LLP	320				
Liebert Cassidy Whitmore	40,034	142,711		110,560	
Rosenberg Yudin, LLP	-	6,720		400	
Miscellaneous	128				
Total Personnel	49,827	157,892	150,000	116,133	77.4%
<u>101-2021-8160 (Transportation Management)</u>					
City Attorney (Colantuono, Highsmith & Whatley)	21,604	2,515		329	
Rossmann and Moore, LLP	61,217	11,481			
Shute, Mihaly & Weinberger LLP	3,035				
Miscellaneous		721			
Total Transportation Management	85,856	14,717	80,000	329	0.4%
<u>101-2501-8160 (City Attorney)</u>					
Jones & Mayer	25,505	4,218			
City Attorney (Colantuono, Highsmith & Whatley)	193,569	241,457		108,434	
Aleshire & Wynder, LLP	7,115	10,733		3,450	
Richards, Watson & Gershon	35,265	1,180			
Miscellaneous	-	-		1,811	
Total City Attorney	261,454	257,588	265,000	113,695	42.9%
<u>227-7210-8160 (Successor Agency)</u>					
City Attorney (Colantuono, Highsmith & Whatley)	1,998	1,033			
Miscellaneous	135				
Total Successor Agency	2,133	1,033	-	-	0.0%
CITYWIDE TOTAL	\$ 399,270	\$ 431,230	\$ 495,000	\$ 230,157	46.5%

Background

Mid-year is an essential time to update the City Council on how actual revenues and expenditures are comparing to budgeted estimates half-way through the fiscal year, and recommend adjustments as necessary due to changing factors since the budget was adopted. The financial information provided represents a snapshot of the City's revenue and expenditure activity from July 1, 2017, through December 31, 2017.

Revenues have increased over the last several years and now exceed pre-2008 recession levels. Property taxes are the City of South Pasadena's (City) largest tax source and make up approximately half of the General Fund revenues; the Utility User Tax (UUT) is the second largest revenue source for the General Fund. Wages and benefits make up approximately 65.5% of budgeted General Fund expenditures.

Overall, South Pasadena is currently in satisfactory financial condition thanks to a relatively diverse and stable revenue base. However, as staff moves forward with the FY 2018-19 Budget process, one of the most important tasks facing the City will be to develop measures to assure the City's long-term fiscal stability. Over the next several years, some of the serious challenges that will need to be dealt with include the November 2018 ballot measure to repeal the UUT, and significant spikes in the rates charged by the California Public Employees Retirement System (PERS). These issues may well result in considerable long-term changes to basic City operations.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

New appropriations in the amount of \$100,000 are being requested to cover the costs of the transition to district-based elections and personnel legal services. This represents an addition of 0.4% to FY 2017-18 General Fund expenditures.

Public Notification of Agenda Item

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

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

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

FROM: Rafael O. Casillas, P.E., Acting Public Works Director *ROC*
Thomas Amare, Civil Engineering Assistant *[Signature]*

SUBJECT: **Award of Contract to American Asphalt South, Inc., for the Construction of the Mission Street Improvement Project**

Recommendation Action

It is recommended that the City Council:

1. Accept a bid dated January 30, 2018, from American Asphalt South, Inc., (Contractor) for the construction of the Mission Street Improvement Project (Project);
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract for an amount not-to-exceed \$231,075.

Commission Review and Recommendation

The Public Works Commission (PWC) has reviewed and approved the Project at their July 13, 2016 Meeting.

Community Outreach

The public had an opportunity to provide input on the Project at the July 2016 PWC Meeting. After the Project is awarded, it will be posted on the City's website and the Contractor will notify affected residents and business owners prior to commencing work.

Discussion/Analysis

The Project will provide much needed bicycle infrastructure identified in the City's 2011 Bicycle Master Plan. The improvements include direct access to major municipal buildings including the City's Civic Center, Recreation Building and Orange Grove Park. The Project will transform Mission Street, one of the City's main business districts, into a Complete Street and provide important multi-modal connections to existing transit lines and the Los Angeles Metropolitan Transportation Authority Gold Line Station.

On January 10, 2018, sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the South Pasadena Review, and in various construction publications, including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network.

[Signature]

On January 30, 2018, the City Clerk's Division received and opened two (2) bids with the results as follows:

Contractor	Bid Amount
American Asphalt South, Inc., <i>Fontana, CA</i>	\$231,075.00
All American Asphalt, <i>Corona, CA</i>	\$467,525.67
<i>Engineer's Estimate</i>	\$255,750.00

Staff has checked the Contractor's references and verified their work to be of good quality. The Contractor has satisfactorily completed similar projects for many other agencies, including such agencies as the Cities of Chino Hills, El Cajon, Indian Wells, Poway, Temecula, Yorba Linda, and County of Riverside. The Contractor's license has been verified to be currently valid and in good standing. Staff's recommendation is to award the Project to American Asphalt South, Inc. Upon award of the Project, it is anticipated that construction will begin in March 2018 and completed by May 2018.

Background

The original Project grant application included an enhanced Class III bicycle facility 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.

On April 20, 2016, the City contracted with KOA Corporation for engineering design services for the Project that included the development of alternative design elements to fulfill the grant obligation to provide bicycle infrastructure on Mission Street. The Project will include an enhanced Class III bicycle facility with a variety of elements including the following: one mile of black-backed 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 Type II (Pasadena Ave to Fair Oaks Ave).

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There are sufficient funds available in the Fiscal Year 2016-17 Budget for the construction of this Project. The Project will be funded from the BTA grant fund Account Number 248-9000-9387-9387 with ten percent (10%) equivalent staff time per Section 2 of the Resolution No. 7218.

Award of Contract to American Asphalt South, Inc., for the Construction of the Mission Street Improvement Project

February 21, 2018

Page 3 of 3

Environmental Analysis

This Project is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Public Resources Code Section 21084, 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. Construction Contract Agreement
2. Project Location Map
3. Resolution No. 7218

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ATTACHMENT 1
Construction Contract Agreement

CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 2018, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and AMERICAN ASPHALT SOUTH, INC. "CONTRACTOR."

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

1. Contract Documents. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2016-04**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Standard Specifications, Special Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto. In the event of conflict between these documents, precedence shall be determined under Section 2-5.2 of the Standard Specifications.

2. Scope of Services. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Mission Street Improvement Project all in accordance with the Contract Documents and Contractor's Proposal dated January 30, 2018.

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

3. Compensation. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Two Hundred Thirty One Thousand, Seventy Five (\$231,075) subject to staff satisfactory completion and acceptance by the City.

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

4. Time for Completion. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within sixty (60) calendar days from the date the Notice to Proceed is issued.

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

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

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

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

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

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

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

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

mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

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

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

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

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

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

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

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

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

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

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

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

American Asphalt South, Inc.
CONTRACTOR

BY *JM*
Jeff Petty, Vice President
(Title)

BY *Lyle Stone*
Lyle Stone, Secretary

CITY OF SOUTH PASADENA

Stephanie DeWolfe, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

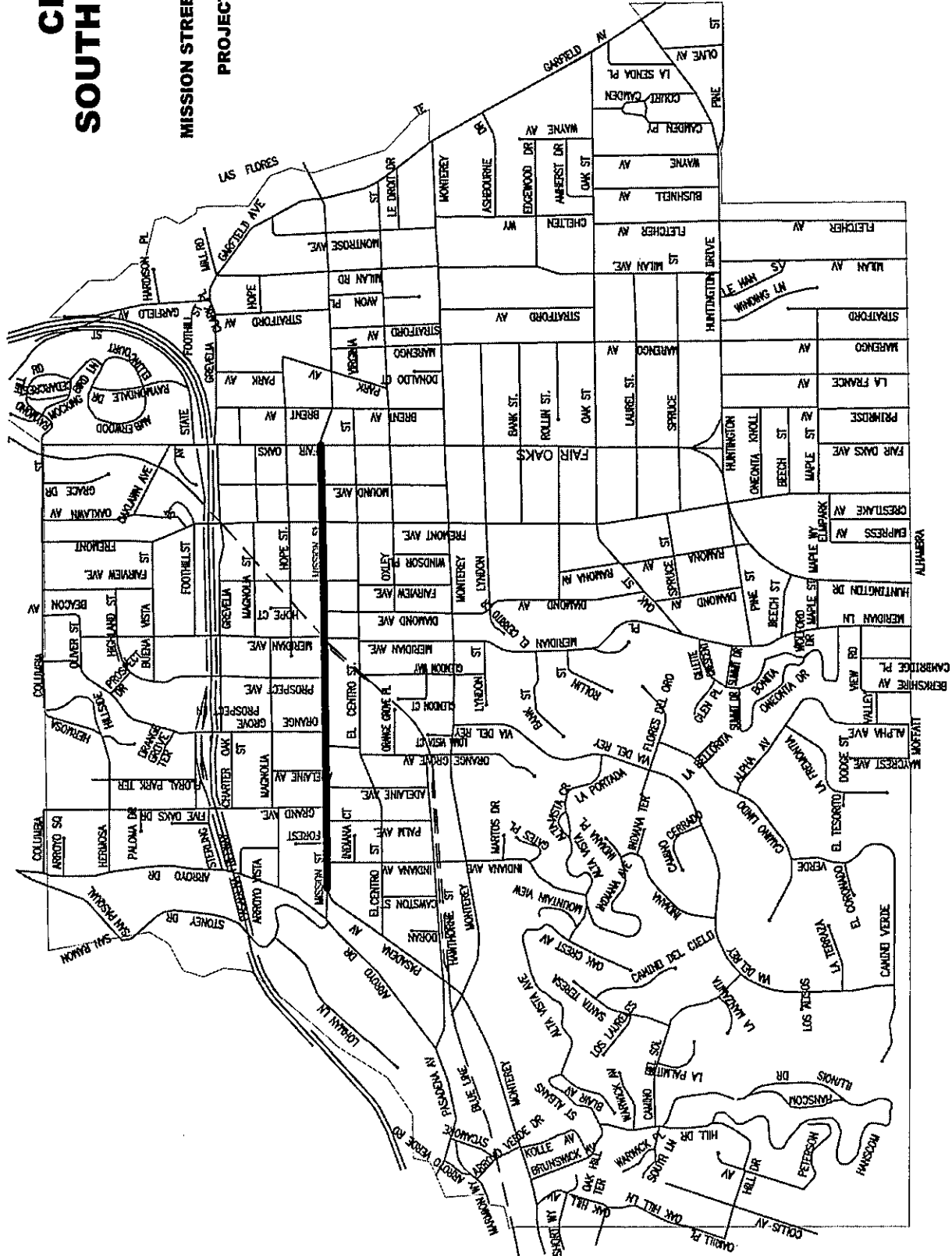
Evelyn G. Zneimer, CITY CLERK

Teresa L. Highsmith, CITY ATTORNEY

ATTACHMENT 2
Project Location Map

CITY OF SOUTH PASADENA

MISSION STREET IMPROVEMENT PROJECT PROJECT LOCATION MAP



ATTACHMENT 3
Resolution No. 7218

RESOLUTION NO. 7218

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE CITY TO APPLY FOR
BICYCLE TRANSPORTATION ACCOUNT (BTA)
GRANTS AND TO COMMIT TO CONTRIBUTE
A LOCAL MATCH OF 10% FOR BTA GRANTS
IF THE CITY IS AWARDED A BTA GRANT**

WHEREAS, on September 16, 2009, the City Council directed City staff to update the Bicycle Master Plan, which is consistent with the Policy 2.2 of the Circulation and Accessibility Element of the General Plan; and

WHEREAS, on August 17, 2011, City Council approved the Bicycle Master Plan (BMP) update and directed staff to initiate implementation; and

WHEREAS, the updated BMP is intended to serve as a blueprint for the implementation of bicycle facilities and programs that, upon build-out, will offer people an opportunity to bicycle to schools, parks, shops, offices, government facilities (Library, Senior Center, City Hall, post office), special events, as well as to neighboring cities and the region when combined with transit such as the Metro Gold Line; and

WHEREAS, the update to the BMP reinforces South Pasadena's commitment to providing viable multi-modal transportation solutions; and

WHEREAS, upon implementation, the updated BMP can lead to a reduction in traffic congestion and related auto emissions, and provide healthy lifestyle choices and improved economic vitality; and

WHEREAS, to fully implement the BMP, the City is committed to pursuing funding opportunities which include competitive grants and the required local match.

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

SECTION 1. The South Pasadena City Council hereby authorizes the City to apply for the BTA grants.

SECTION 2. The City Council agrees to commit the City to contribute the 10% match required for the Bicycle Transportation Account Grants as follows:

1. Bicycle Parking at approximately \$20,500 or equivalent staff time.
2. Mission Street Green Sharrow Lane at approximately \$26,000 or equivalent staff time.

SECTION 3. The City Council shall authorize the City Manager to sign any and all future documents necessary to apply for and obtain the BTA grants.

SECTION 4. The City Council reiterates its support for further development and implementation of the elements of the BMP, thereby providing multi-modal solutions that include but are not limited to, an integrated comprehensive network of bicycle systems, light-rail, heavy-rail, and bus throughout the region.

SECTION 5. This resolution shall become effective immediately upon its adoption.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

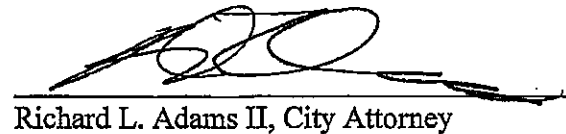
PASSED, APPROVED AND ADOPTED ON this 18th day of April, 2012.



Michael A. Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:


Sally Kilby, City Clerk
Richard L. Adams II, 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 18th day of April, 2012, by the following vote:

AYES: Joe, Khubesrian, Putnam, Schneider and Mayor Cacciotti

NOES: None

ABSENT: None

ABSTAINED: None



Sally Kilby, City Clerk


City of South Pasadena Agenda Report



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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager 

FROM: Lucy Demirjian, Assistant to the City Manager 
Karen Aceves, Management Analyst 

SUBJECT: **Accept a Grant from the County of Los Angeles and Enter into a Memorandum of Understanding with the San Gabriel Valley Council of Governments to Hire a Regional Consultant for the Development of a Homeless Plan**

Recommendation Action

It is recommended that the City Council:

1. Accept a \$30,000 grant from the County of Los Angeles for the creation of a homelessness plan;
2. Authorize a Memorandum of Understanding (MOU) with the San Gabriel Valley Council of Governments (SGVCOG) to use grant in hiring a regional consultant to develop homeless plan; and
3. Authorize the City Manager or her designee to execute related agreements.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

On June 13, 2017, the Los Angeles County Board of Supervisors approved Measure H funding recommendations, as well as \$ 2,000,000 in one-time funding from the Los Angeles County General Fund to support coordination efforts of the Councils of Governments and planning efforts for cities in the Los Angeles Continuum of Care to undertake a locally specific City Plan to Prevent and Combat Homelessness (Plan). Based on the homeless population in the City of South Pasadena (City), the City was awarded \$30,000 to develop the Plan. To assist the City in the development of the Plan, the City will enter into an MOU with the SGVCOG to provide procurement services for a consultant to work with the City to develop the Plan with the required elements.

Community Outreach

Community outreach will be conducted as part of the development of the plan which includes community and stakeholder meetings conducted by the consultants.

COUNCIL ITEM 12

Discussion/Analysis

The City Plan will assess the resources currently available to address the challenge of homelessness, identify opportunities for City and county collaboration and develop a plan to collaborate in the implementation of identified strategies. The Plan will review the Los Angeles County Homeless Initiative Strategies and consider how the City could collaborate and align planning efforts to achieve mutual goals. Los Angeles County (County) has provided a standardized planning template to complete each city's Plan. The United Way Home for Good Funders Collaborative administered the Request for Proposal (RFP) process in partnership with the Los Angeles Homeless Initiative, and held a mandatory orientation meeting on November 29, 2017.

Grant funds were allocated to pay for a consultant to oversee the process of creating a City Plan. A number of cities expressed an interest in pooling resources to procure qualified consultants to assist in the development of the individual City Plans. The SGVCOG released a Request for Proposals on November 20, 2017. The responses to the RFP's were due December 6, 2017. If a city is going to participate with the SGVCOG a MOU must be executed. The Consultant will work with each city to develop their plan. The Consultant will be contracted through a single contract with the SGVCOG which will administer the contract and the Consultant's work on behalf of the cities. In addition to the base Consultant fee of \$25,000, the SGVCOG will charge an administrative fee of \$1,500. The plan may be supplemented by optional add-on tasks at an additional cost. Due to the funding limit of \$30,000, it is likely that one optional task will be added which will be of benefit to the plan. At an additional cost of \$2,500, the Consultant will conduct a cost analysis of the impact of homelessness on core City services including Police, Public Works, and Fire, and identify strategies to alleviate these costs. The remaining \$1,000 will be used for staff time.

Background

In December 1993, the Los Angeles County Board of Supervisors and City Council created the Los Angeles County Homeless Services Authority (LAHSA) as an independent Joint Power Authority. LAHSA's primary role is to coordinate the effective and efficient utilization of federal and local funding in providing services to homeless people throughout Los Angeles County. LAHSA coordinates and manages over \$132 million annually in federal, state, county and city funds for programs that provide shelter, housing and services to homeless persons in Los Angeles County. Over the past three years, the City has been a part of the LAHSA Greater Los Angeles homeless count that has been conducted by the South Pasadena Police Department.

On March 7, 2017 the voters of the County approved Measure H, a quarter-cent Countywide sales tax, with a specific purpose to prevent and combat homelessness within the County, including funding mental health, substance abuse treatment, healthcare, education, job training, rental subsidies, emergency and affordable subsidies, emergency and affordable housing, transportation, outreach, prevention, and supportive services for homeless individuals, and other homeless adults. As a part of their efforts the County allocated two million to be used for

Accept a Grant from the County of Los Angeles and Enter into a MOU with the SGVCOG to Hire a Regional Consultant for the Development of a Homeless Plan

February 21, 2018

Page 3 of 3

regional coordination services at the COG level and homeless planning grants for cities in the Los Angeles Continuum of Care.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Funds for this project will be provided by the City Planning Grant, not-to-exceed \$30,000. There are no matching funds required. The County will provide \$15,000 upon selection of consultant and execution of agreement, and the final \$15,000 upon completion of the Plan.

Environmental Analysis

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

Public Notification of Agenda Item

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

Attachments:

1. City Planning Grant Agreement
2. Draft Memorandum of Understanding

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ATTACHMENT 1
City Planning Grant Agreement



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF SOUTH PASADENA
FOR
HOMELESS SERVICES - CITY PLANNING GRANTS

CONTRACT NUMBER: AO-18-

**CONTRACT PROVISIONS
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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C Contractor's EEO Certification
- D County's Administration
- E Contractor's Administration
- F Form(s) Required at the Time of Contract Execution
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF SOUTH PASADENA
FOR
HOMELESS SERVICES – CITY PLANNING GRANTS**

This Contract is entered into this _____ day of _____ 2018, by and between the County of Los Angeles (hereafter "County") and **City of South Pasadena** (hereafter referred to as "Contractor"), to provide County with homeless services.

RECITALS

WHEREAS, on February 9, 2016, the County Board of Supervisors delegated authority to the Chief Executive Officer, subject to review and approval of County Counsel, to: a) prepare and execute agreements and any subsequent amendments, up to \$250,000, to implement the recommended homeless strategies; and b) execute, as needed, any non-financial amendments or financial amendments which increase or decrease the total contract amount by not more than 10 percent; and

WHEREAS, on June 13, 2017, the County Board of Supervisors allocated a total of \$2 million from existing Homeless Initiative Provisional Financing Uses (PFU) to be used for regional coordination services at the council of governments level and homeless planning grants for cities ("City Planning Grants") in the Los Angeles Continuum of Care; and

WHEREAS, on October 17, 2017, the County Board of Supervisors allocated an additional \$575,000 to ensure adequate funding for all City Planning Grant proposals; and

WHEREAS, the Chief Executive Office has reviewed Contractor's proposal and approved providing **\$30,000** to Contractor for homeless services; and

WHEREAS, pursuant to Government Code section 26227, the County Board of Supervisors may appropriate and expend money to establish county programs or to fund other programs deemed to be necessary to meet the social needs of the population of the county.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Forms Required at the Time of Contract Execution
- 1.7 Exhibit G - Jury Service Ordinance
- 1.8 Exhibit H - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any

provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1.1 **City Planning Grants:** One-time funding allocated by the County Board of Supervisors from existing Homeless Initiative Provisional Financing Uses (PFU) funds to support proposals that will result in a plan to prevent and combat homelessness for each city which receives a grant. To administer the grants, the Chief Executive Office partnered with the United Way Home for Good Funders Collaborative.
- 2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
- 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.4 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.5 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.6 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.7 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

- 2.1.1.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.9 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.10 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.14 **United Way Home for Good Funders Collaborative:** a public-private partnership, which collaborates on solutions to end homelessness in Los Angeles County.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution by the County's Chief Executive Officer and shall expire in **one (1) year**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be the amount set forth in Exhibit B – Pricing Schedule, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder.

The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

**Homeless Initiative Unit
Los Angeles County Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

6.3.1 The role of the County's Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved

by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.

8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County's Project Manager and Contractor's Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that

such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Notwithstanding Section 8.1.1 above, Assignment and Delegation

8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel,

and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Intentionally Omitted

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications

for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged

in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the

period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not

corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Contract Signature page, Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term

“subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Mutual Indemnification

Contractor shall indemnify, defend and hold harmless County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless Contractor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to

County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County,

upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each

subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to

provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Chief

Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same

goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit

the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees. Any entity hired by Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles
Homeless Initiative Unit - INSURANCE
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov**

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of

work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as

determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor,

immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate

this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

c. Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In addition, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
SACHI A. HAMAI
CHIEF EXECUTIVE OFFICER

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
KATHERINE M. BOWSER
Principal Deputy County Counsel

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

Tax Identification No.

STATEMENT OF WORK**City of South Pasadena
City Planning Grant for Homelessness Plan****Section I. Overview**

On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County's Homeless Initiative (HI) strategies to prevent and combat homelessness in the County. The Board also allocated funding for individual cities to develop a plan to address homelessness in their respective cities, in collaboration with the County and its contractors.

The City of South Pasadena (City) lies in the Fifth Supervisorial District and Service Planning Area 3 (SPA 3). According to the Los Angeles Homeless Service Authority (LAHSA) the Fifth Supervisorial District has seen a jump of twenty-six percent in homelessness in the last year and thirty one percent in the SPA 3, the third highest increase in the region. Although the City has always worked to provide services to the most vulnerable in the community, the systemic issues combined with loss of employment, housing instability, and mental illness have largely contributed to the increase of the City's homeless population. Trends have indicated that the City's homeless population largely convenes during the daytime at public parks and facilities. The City will use the planning grant to develop a comprehensive approach to address the underlying issues and work towards finding a solution through a compassionate and service focused approach. A planning grant would allow the City to use a targeted approach and best allocate its limited resources to make the largest impact.

Section II. Objective

The City intends to procure a consultant with the award of this grant. In partnership with the San Gabriel Valley Council of Governments (SGVCOG) the City will develop a homelessness plan which will include the implementation of Measure H strategies that would work within specifically for this community and provide learning opportunities and potential strategies to be applied throughout the San Gabriel Valley. The City will develop a homelessness committee with the major stakeholders of the cities leadership, churches, and other local service providers who will make recommendations to our consultant and ultimately to the city manager and city council for adoption. The goal of the planning grant is to develop a plan which will connect the City's most vulnerable populations to the necessary services and allocate City resources accordingly.

STATEMENT OF WORK

Section III. Tasks/Deliverables

Task I: Coordinate with Recommended Partners for the Development of the City’s Homelessness Plan

The City shall engage in diverse community partnerships to develop a comprehensive plan to prevent and combat homelessness. Recommended vital stakeholders are listed below (but are not limited to):

Planned Partners for City Homelessness Planning Efforts

City Departments	City Council City Manager Community Development Planning Division Library Parks and Recreation Public Works Public Safety
Council of Governments	San Gabriel Valley Council of Governments
Coordinated Entry System Lead Homeless Service Provider(s)	Union Station Homeless Services
Business sector and corporate partners (i.e. Chamber of Commerce)	Chamber of Commerce
Faith-based organizations (i.e. churches, temples, synagogues)	Holy Family

Deliverable 1: Partnership Report

The City shall provide a final report describing the completion of Task 1, Coordination with Community Partners. A final report will be due to the County within 30 days of contract execution.

Task 2: Development of Homelessness Plan

The City shall use the Statement of Work Exhibit A-1, City Homelessness Plan Template to develop the Homelessness Plan with its community partners.

Deliverable 2: Homelessness Plan Completion

The City shall provide a final Homelessness Plan as the deliverable for Task 2.

STATEMENT OF WORK

Deliverable Report Schedule

Deliverable	Due Date
Partnership Report	Within 30 days of contract execution
Homelessness Plan (Draft)	Upon Completion of Task 2
Homelessness Plan (Final)	No later than June 30, 2018

The Partnership Report and Homelessness Plan (draft and final) shall be submitted to County Chief Executive Office - Homeless Initiative at the following email address:

Samangi Mudalige, Sr. Analyst
smudalige@ceo.lacounty.gov

CITY PLAN TO PREVENT AND COMBAT HOMELESSNESS TEMPLATE

Planning Context

As Measure H resources are deployed to combat and prevent homelessness throughout Los Angeles County, each City in the County can broaden the collective impact and accelerate change by undertaking a locally specific City Plan to Combat Homelessness. This Plan template is intended to assist your City in undertaking a comprehensive assessment of homelessness in your local jurisdiction, assessing the resources currently available to address the challenge, identifying opportunities for City and County collaboration and marshalling a plan to collaborate in the implementation of identified strategies.

1. City and Plan Information

Name of City	Period of Time Covered by Plan	Date of Plan Adoption

2. Why is the City working to develop and implement a homelessness plan?

Briefly describe the City’s interest in developing a City Homelessness Plan. Responses may address, but need not be limited to, the following:

- a. Reducing the extent and scope of homelessness within the City’s jurisdiction
- b. Aligning City resources with County investments
- c. Improving coordination and effectiveness of the City’s homeless housing and service delivery system within the broader County and Coordinated Entry Systems.
- d. Reducing City costs that don’t contribute to combating homelessness, e.g. law enforcement, sanitation, and ambulance costs
- e. Improving quality of life for all residents, including persons who may be experiencing a housing crisis
- f. Creating more housing & services for the City’s homeless residents
- g. Promoting more livable cities for current residents and future generations

3. Describe your City’s planning process

What were the key steps your City took to develop its plan? What partners and stakeholders (e.g., community members, experts) were engaged in the process?

4. **What are the goals of the City's plan and related actions? Review the example below, then respond to the prompts for your own City goals. Add sections for additional goals if needed.**

EXAMPLE

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

Example: Increase access to and use of PHA Section 8 Vouchers for homeless individuals and families. (Tied to Strategies B4 and B8)

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

Example:

- *Commit 50% of all PHA Section 8 turnover vouchers to individuals or families who are chronically homeless.*
- *Access Measure H funding under Strategy B4 to encourage landlords to rent to homeless tenants in need of permanent supportive housing.*

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

Example:

- *Change PHA administrative plan to accommodate prioritization of homeless individuals and families in need of permanent supportive housing.*
- *Enter into agreement with HACoLA enabling City PHA to participate in the Homeless Incentive Program.*

- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

Example:

- *Prioritization of homeless individuals and families in need of PSH for PHA vouchers increases the chances of placing them in permanent housing.*
- *Incentive program increases chances of voucher-holders signing leases and accessing permanent housing.*

- c. Describe the intended process for enacting the policy change.

Example for Policy Change #1:

- *Draft revised administrative plan language*
- *Gather input*
- *Present to Housing Authority Board of Commissioners for Approval*
- *Roll out*

- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

Example:

- *Number of homeless individuals granted vouchers for permanent supportive housing*
- *Number of homeless individuals with vouchers that were housed in permanent supportive housing*
- *Number of homeless individual who retained permanent supportive housing after 12 months*
- *Data sources: PHA data system, HMIS, etc.*

Measurement will occur on a quarterly basis.

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

Example:

- *Section 8 Coordinator, City Public Housing Agency.*
 - *Roles: facilitating stakeholder outreach; drafting recommendations; drafting plan; working with City Council to refine; etc.*

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

Example:

- *City PHA staff time 0.25 FTE*
- *Promotion of Homeless Incentive Program at City events*

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #1

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.
- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #2

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.

3. Associated policy change(s)

- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.
- b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.
- c. Describe the intended process for enacting the policy change.
- d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement

What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership

Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.

6. Leveraged City Resources

What City resources will be deployed or leveraged in support of the goal?

7. Timeline

Detail a timeline of major tasks to achieve this goal.

GOAL #3

1. Goal

List one of the goals the City has identified during the planning process. Is the goal tied to a County Homeless Initiative Strategy? If so, identify which strategy from Question #7 below.

2. Supporting Action(s)

Identify a specific supporting action(s) designed to support achievement of the City's goal. Each goal may have multiple contributing actions.



- 3. Associated policy change(s)**
- a. Describe specific policy changes for each identified strategy, where applicable. You may also identify administrative or other changes necessary to achieve your goal.

 - b. Identify how the policy change(s) will directly impact the City's ability to achieve the desired goal. Consider policy changes impacting technology, industries or various sectors such as transportation, education, health care, social policy or land use.

 - c. Describe the intended process for enacting the policy change.

 - d. List the stakeholders/partners you will need to engage to enact the policy change.

4. Goal Measurement
 What metrics will be used to track progress? What are the data sources? When will the measurement occur?

5. Goal ownership
 Who is responsible for directing implementation, management, and measurement of the goal and its related actions? Explain their specific roles in the implementation, management and measurement of the goal.



6. Leveraged City Resources
 What City resources will be deployed or leveraged in support of the goal?

7. Timeline
 Detail a timeline of major tasks to achieve this goal.

[Add additional goals and respond to above questions as needed.]

5. Identify City employees or other staff who will lead implementation of the plan.

Table 1: Primary Contact for Plan Implementation

Name & Position	Address & Email	Phone	% of Time



6. Describe the City’s participation or plans to participate in any new or ongoing collaborative efforts, within the City and/or with other cities and/or in the Service Planning Area.

Collaboration can occur between City departments, with non-governmental City partners, and with other cities or regional entities throughout LA County. The City may also participate in broad-based regional planning efforts designed to enhance overall coordination. Describe how the City intends to support or provide leadership in such collaborative processes. Include discussion of planned participation in local coalitions, Service Planning Area coordination, and any other groups or collaborative structures.

Example: City elected official is a member the Council of Governments Homeless Committee. City staff participate in SPA-wide coalition meetings. City will coordinate with neighboring jurisdictions to address broader concerns.

7. Review specific County Homeless Initiative Strategies from the table below and consider how the City could collaborate and align planning efforts to achieve mutual goals.

For each of the County Homeless Initiative Strategies listed in the table below, identify whether the City plans to participate in the Strategy’s implementation and/or if the City is currently participating in the Strategy’s implementation. If the City is already participating in the implementation of any of the Strategies, please attach an explanation.

Table 2: City Planning Activities tied to County Homeless Initiative Strategies

	Plan to participate	Currently participating	County Homeless Initiative Strategies
A – Prevent Homelessness	<input type="checkbox"/>	<input type="checkbox"/>	A1. Homeless Prevention for families
	<input type="checkbox"/>	<input type="checkbox"/>	A5. Homeless Prevention for Individuals
B – Subsidize Housing	<input type="checkbox"/>	<input type="checkbox"/>	B3. Partner with Cities to Expand Rapid Rehousing
	<input type="checkbox"/>	<input type="checkbox"/>	B4. Facilitate Utilization of Federal Housing Subsidies
	<input type="checkbox"/>	<input type="checkbox"/>	B6. Family Reunification Housing Subsidies
	<input type="checkbox"/>	<input type="checkbox"/>	B7. Interim/Bridge Housing for those Exiting Institutions
	<input type="checkbox"/>	<input type="checkbox"/>	B8. Housing Choice Vouchers for Permanent Supportive Housing
C – Increase Income	<input type="checkbox"/>	<input type="checkbox"/>	C1. Enhance the CalWORKs Subsidized Employment Program for Homeless Families
	<input type="checkbox"/>	<input type="checkbox"/>	C2. Increase Employment for Homeless Adults by Supporting Social Enterprise
	<input type="checkbox"/>	<input type="checkbox"/>	C4/5/6. Countywide Supplemental Security/Social Security Disability Income and Veterans Benefits Advocacy
	<input type="checkbox"/>	<input type="checkbox"/>	C7. Subsidize Employment for Homeless Adults

	Plan to participate	Currently participating	County Homeless Initiative Strategies
D – Provide Case Management & Services	<input type="checkbox"/>	<input type="checkbox"/>	D2. Jail In-Reach
	<input type="checkbox"/>	<input type="checkbox"/>	D5. Support for Homeless Case Managers
	<input type="checkbox"/>	<input type="checkbox"/>	D6. Criminal Record Clearing Project
	<input type="checkbox"/>	<input type="checkbox"/>	D7. Provide Services for Permanent Supportive Housing
E – Create a Coordinated System	<input type="checkbox"/>	<input type="checkbox"/>	E4. First Responders Training
	<input type="checkbox"/>	<input type="checkbox"/>	E5. Decriminalization Policy
	<input type="checkbox"/>	<input type="checkbox"/>	E6. Expand Countywide Outreach System
	<input type="checkbox"/>	<input type="checkbox"/>	E7. Strengthen the Coordinated Entry System (CES)
	<input type="checkbox"/>	<input type="checkbox"/>	E8. Enhance the Emergency Shelter System
	<input type="checkbox"/>	<input type="checkbox"/>	E10. Regional Coordination of Los Angeles County Housing Agencies
	<input type="checkbox"/>	<input type="checkbox"/>	E14. Enhance Services for Transition Age Youth
F – Increase Affordable/ Homeless Housing	<input type="checkbox"/>	<input type="checkbox"/>	F1. Promote Regional SB2 Compliance and Implementation
	<input type="checkbox"/>	<input type="checkbox"/>	F2. Linkage Fee Nexus Study
	<input type="checkbox"/>	<input type="checkbox"/>	F4. Development of Second Dwelling Units Program
	<input type="checkbox"/>	<input type="checkbox"/>	F5. Incentive Zoning/Value Capture Strategies
	<input type="checkbox"/>	<input type="checkbox"/>	F6. Using Public Land for Homeless Housing
	<input type="checkbox"/>	<input type="checkbox"/>	F7. Preserve and Promote the Development of Affordable Housing for Homeless Families and Individuals
	<input type="checkbox"/>	<input type="checkbox"/>	F7. Housing Innovation Fund (One-time)

PRICING SCHEDULE

Total budget for project is \$30,000. The first half of the total budget is to be paid by the County of Los Angeles upon the completion of Deliverable 1, Partnership Report. The remaining balance to be paid by the County upon deliverable of the City Homelessness Plan.

CITY PLANNING GRANT BUDGET	
CONSULTANT COSTS	
CONSULTANT COST TOTAL	\$25,000
CITY ADMINISTRATIVE COSTS	
STAFFING COST TOTAL	\$4,500
COMMUNITY MEETINGS	
MEETING EXPENSES	\$500
PROGRAM BUDGET TOTAL	30,000

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jerry Ramirez

Title: Manager, CEO

Address: 500 West Temple Street, Room 493

LA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: Samangi Mudalige

Title: Senior Analyst

Address: 500 West Temple Street, Room 493

Los Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME : _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



SAFELY SURRENDERED BABY LAW



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.baby-safe.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafe.la.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered

Baby Law allows parents and

other persons, with limited

exceptions, within 72 hours after birth

to surrender a newborn baby to

hospital or fire station staff.

The baby will be placed in the

care of a safe and loving family.

Parents who change their minds can

begin the process of reclaiming their

baby within 14 days.

These parents should call the Los Angeles County

Department of Children and Family

Services at 1-800-540-4000.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

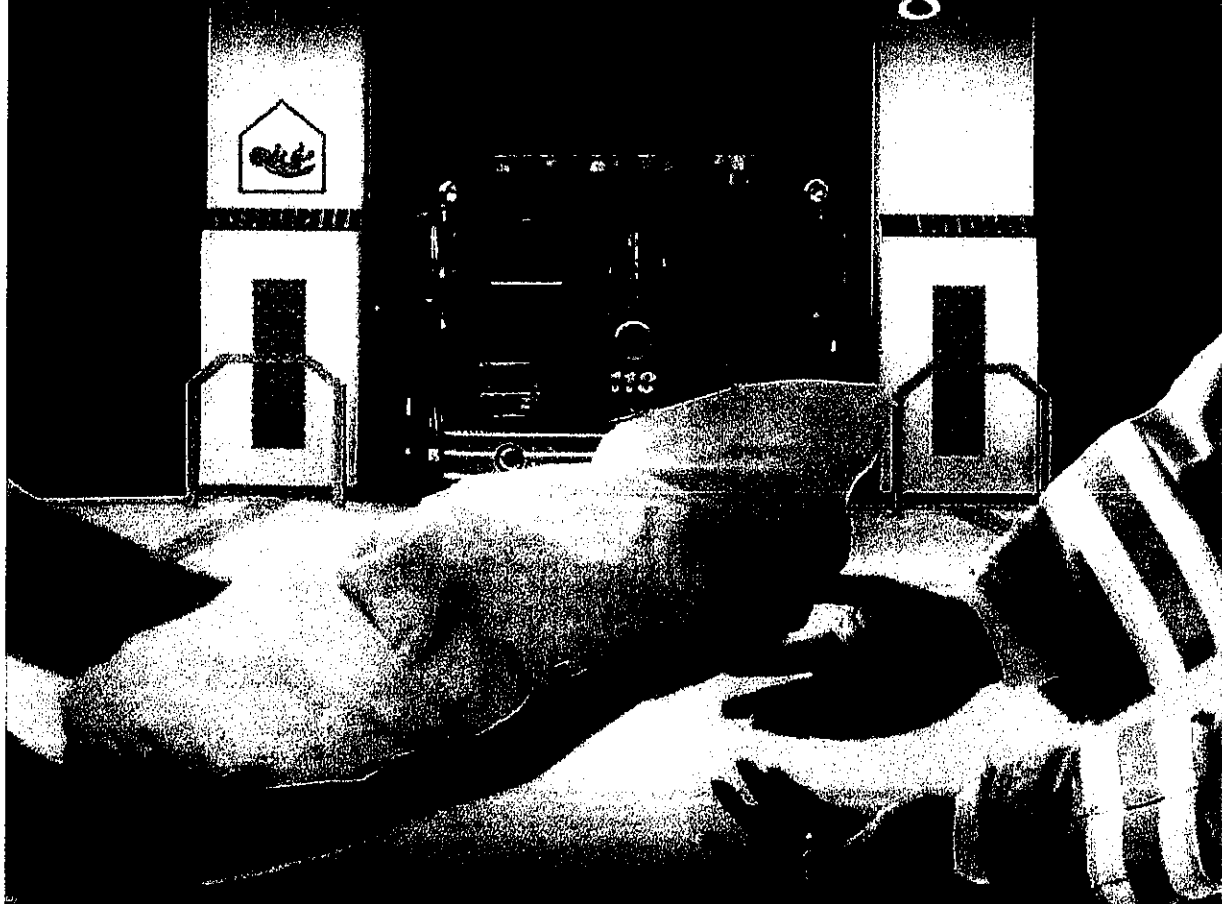
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeja.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

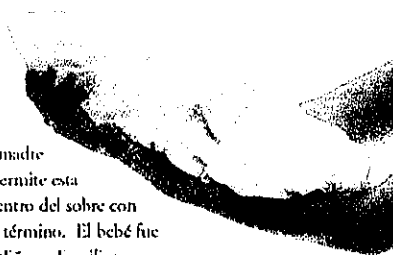
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



ATTACHMENT 2
Draft Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF SOUTH PASADENA
FOR CITY HOMELESS PLAN**

This Memorandum of Understanding (“MOU” or “Agreement”) is made as of _____ by and between the City of South Pasadena a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to develop a plan to address homelessness (“Homeless Plan”).
- C. The Homeless Plan will support homeless prevention strategies within local communities, and identify local problem areas or issues as they pertain to homelessness.
- D. City and SGVCOG have a shared desire to successfully develop a Homeless Plan to combat the growing homelessness issues in the San Gabriel Valley.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOU shall commence upon execution of the MOU by the Parties and shall continue through the completion of all work contemplated under this MOU, or September 30, 2018, whichever comes first. The term of this MOU may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG. SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to help City to develop a Homeless Plan.

2. Execute a contract with the consultant for the development of the Homeless Plan.
3. Manage all invoicing and billing.
4. Review draft deliverables prepared by the consultant for accuracy prior to submission to the City.
5. Coordinate with the consultant to ensure consultant's participation in calls and meetings.
6. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Homeless Plan.
7. Review and provide comments on draft communications and documents related to MOU products.
8. Submit two invoices to the City, a total of \$26,500 (\$24,000 Consultant Fee + \$1,000 Add-on fee + \$1,500 Admin Fee), as follows:
 - The first invoice will be for fifty percent (50%) of the total paid to the consultant (\$12,500) for development of the Homeless Plan and an administrative fee of \$1,500, for a total of \$14,000.
 - The second and final invoice for the remaining amount will be submitted by June 30, 2018, for a total of \$12,500.

B. City. City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Homeless Plan.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Homeless Plan including, but not limited to, promptly responding to all correspondence (i.e., to phone calls and emails) and attending meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work from the Request for Proposal for City Homeless Planning, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all parties.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city

attorney or city manager.

7. Provide meeting space for events related to this MOU and other events related to the development of the Homeless Plan at no cost.

8. Pay all invoices submitted by the SGVCOG within (30) days.

C. The Parties agree to not seek any reimbursement for the performance of their respective obligations pursuant to this MOU, except as set forth herein.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For purposes of this MOU, the SGVCOG designates the following individual as its Project Manager: Jan Cicco, SGVCOG Regional Homelessness Coordinator.

2. For purposes of this MOU, the City designates the following individual as its Project Manager: (name)

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT: REMEDIES:

A. Default. A "Default" under this MOU is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOU; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or to make sufficient progress toward Homeless Plan completion.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOU. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by City, the SGVCOG shall have the right to seek any and all remedies available at law or in equity.

V. TERMINATION:

A. This MOU may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.

B. If City terminates this MOU prior to the completion of the Homeless Plan, SGVCOG will invoice City for any costs incurred that exceed the amount initially included in the initial invoice. Total billable cost shall not exceed the total project

budget.

VI. INDEMNIFICATION:

City shall indemnify, defend and hold harmless SGVCOG, and its respective elected and appointed boards, officials, officers, agents, employees, members, and volunteers (individually and collectively, "Indemnitees") from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising in connection with this Agreement. Notwithstanding the foregoing, City shall not be liable for the defense or indemnification of the SGVCOG for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the SGVCOG.

VII. INSURANCE:

A. City shall obtain, maintain, and keep in full force and effect, at City's sole cost and expense, during the term of this MOU insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's performance of its obligations hereunder.

B. City shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG.
- c. Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the City and all risks to such persons under this Agreement.

2. Limits of Insurance. City shall maintain limits of insurance no less than:

- a. General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

3. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

- a. All Policies. Each insurance policy required herein shall be endorsed and state the coverage shall not be cancelled by the insurer or City except after 30 days' prior written notice by certified mail, return receipt requested, has been given to SGVCOG. City shall provide to SGVCOG notice of suspension or voiding of coverage, or reduction in coverage, or limits below those required in this section.
- b. General Liability and Automobile Liability Coverages.
 - i. SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds as respects: liability arising out of activities City performs; products and completed operations of City; premises owned, occupied or used by City; or automobiles owned, leased, hired or borrowed by City. The coverage shall contain no special limitations on the scope of protection afforded to SGVCOG, and its respective elected and appointed officers, officials, members or employees.
 - ii. City's insurance coverage shall be primary insurance with respect to SGVCOG, and its respective elected and appointed officials, its officers, members and employees. Any insurance or self-insurance maintained by SGVCOG, and its respective elected and appointed officers, officials, members or employees, shall apply in excess of, and not contribute with, City's insurance.
 - iii. City's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - iv. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVCOG, and its respective elected and appointed officers, officials, members or employees.
- c. Workers' Compensation and Employer's Liability Coverage. Unless the SGVCOG otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against SGVCOG, and its respective elected and appointed officers, officials, members and

employees for losses arising from services performed by Consultant.

4. Other Requirements.

- a. City agrees to deposit with SGVCOG, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy SGVCOG that City has complied with the insurance provisions of this Agreement. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- b. The procuring of such required policy or policies of insurance shall not be construed to limit City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

VIII. OTHER TERMS AND CONDITIONS:

A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Jan Cicco
 SGVCOG Regional Homelessness Coordinator
 1000 S. Fremont Ave, Unit 42
 Bldg. A-10N, Suite 10-210
 Alhambra, CA 91803
 (626) 457-1800
 jccicco@sgvcog.org

with a copy to: Marisa Creter
 Interim Executive Director
 San Gabriel Valley Council of Governments
 1000 S. Fremont Ave, Unit 42
 Bldg. A-10N, Suite 10-210
 Alhambra, CA 91803
 mcreter@sgvcog.org

To City: Karen Aceves
 Management Analyst
 1414 Mission Steet
 South Pasadena, CA 91030
 kaceves@southpasadenaca.gov

B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an

agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.

- C. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties, and that by doing so the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

For the City

Signed: _____
Stephanie DeWolfe, City Manager

Date: _____

For the San Gabriel Valley Council of Governments:

Signed: Marisa Creter, Interim Executive Director

Date: _____

ATTEST:

Marisa Creter, Secretary

APPROVED AS TO FORM:

Richard D. Jones, General Counsel

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Margaret Lin, Principal Management Analyst *ML*
Karen Aceves, Management Analyst *KA*

SUBJECT: **Approval of a California Department of Transportation's Sustainable Communities Grant Application and Adoption of a Resolution to Fund the City of South Pasadena's Active Transportation Plan**

Recommendation Action

It is recommended that the City Council:

1. Authorize the City Manager to apply for a California Department of Transportation (Caltrans) Sustainable Communities Grant in the amount of \$250,000 with a 11.47% in-kind staff time local match to fund a City of South Pasadena (City) Active Transportation Plan (ATP); and
2. Adopt a Resolution authorizing the City Manager to execute agreements with Caltrans in anticipation of the grant award.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Community Outreach

The proposed ATP would build upon the City's existing 2011 Bicycle Master Plan and current General Plan Update process (which will include Complete Streets and Vision Zero concepts) which have been vetted and supported by the community. In addition, the ATP would address various transportation issues that have been identified by stakeholders citywide and include a thorough public outreach program to further develop community support for active transportation. City staff has also coordinated with the South Pasadena Unified School District and the Chamber of Commerce to obtain letters of support for the grant application.

Discussion/Analysis

The City has been implementing a number of active transportation projects; however, a citywide ATP is needed to establish an understanding of the needs of all users and provide a comprehensive work plan for implementation. Many of the transportation issues that have been

Approval of a Caltrans Sustainable Communities Grant Application and Resolution for the City's Active Transportation Plan

February 21, 2018

Page 2 of 3

identified in South Pasadena in recent years have been focused on traffic congestion and safety. One of the strategies to address these issues is to make walking and bicycling more attractive and practical modes of transportation. The proposed ATP will address Safe Routes to School (SRTS), first-and-last-mile connectivity, and overall improved mobility by addressing safety, traffic relief, health, environmental awareness, and physical activity under one program. The Sustainable Communities Grant will enable the City to hire a consultant to develop an ATP that will include an evaluation of the existing conditions, development of strategies and action steps to improve active transportation, and conduct a before and after study to evaluate the effectiveness of the program. Grant applications are due on February 23, 2018; and grant award announcements are anticipated in May 2018.

Alternatives Considered

The City could reduce the scope of work to just evaluate SRTS. The reduced scope of work would not necessarily reduce the project cost or the local match requirement for the City. Limiting the project to SRTS would result in access improvements for students to and from school; however, a SRTS Plan would not address active transportation or improved mobility for all users citywide.

Background

On January 5, 2018, Caltrans released the grant guidelines and call for applications for the 2018-19 cycle of traditional State and federal funding, as well as grant funding from Senate Bill 1, the Road Repair and Accountability Act of 2017. A total of \$40.8 million is available for transportation planning projects statewide. The Sustainable Communities Grant accounts for \$29.5 million of the total funding and is intended to encourage local and regional planning that furthers state goals on sustainability, mobility, and safety.

On October 20, 2017, City staff submitted an application for the 2017-18 cycle of the Sustainable Communities Grant Program for a SRTS Plan. The City was not awarded the grant and City staff followed-up with Caltrans to determine how the application could be strengthened for the next cycle. The recommendations provided by Caltrans staff were integrated into the City's 2018-19 cycle application.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

It is anticipated that the total project cost for the ATP will be \$250,000. The grant requires an 11.47% local match of \$28,675; the local match can be provided as cash or in-kind.

Environmental Analysis

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

Approval of a Caltrans Sustainable Communities Grant Application and Resolution for the City's
Active Transportation Plan

February 21, 2018

Page 3 of 3

Public Notification of Agenda Item

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

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR THE CITY OF SOUTH PASADENA'S
ACTIVE TRANSPORTATION PLAN**

WHEREAS, the South Pasadena (City) City Council is eligible to receive federal and/or state funding for certain transportation planning related plans, through the California Department of Transportation (Caltrans); and

WHEREAS, a Restricted Grant Agreement is needed to be executed with Caltrans before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto.

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

SECTION 1. The City Council hereby authorizes the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with Caltrans for the City of South Pasadena's Active Transportation Plan.

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 21st day of February, 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 21st day of February, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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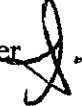
City of South Pasadena Agenda Report


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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager 

FROM: Paul Riddle, Fire Chief 

SUBJECT: **Public Hearing to Receive Objections or Protests to the Vegetation Management Program Regarding the Abatement of Weeds, Brush, Rubbish and Refuse Upon or in Front of Specified Property in the City and Authorizing by Minute Order the Abatement of Hazardous Vegetation**

Recommendation Action

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7545, adopt by motion an order directing the abatement of hazardous vegetation.

Commission Review and Recommendation

This matter was not reviewed by any commission.

Community Outreach

On or before February 1, 2018, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7545 advising them of the Public Hearing.

Discussion/Analysis

On an annual basis, the County of Los Angeles Agricultural Commissioner/Weights and Measures provides brush clearance and vegetation management services within the City of South Pasadena (City). The vegetation management program inspects unimproved and designated properties within the City. Property owners of the properties that are identified in the resolution are sent annual weed abatement notices advising them of the requirement to maintain their parcels in fire safe conditions. If the property owners elect not to abate brush and native vegetation fire hazards, the County of Los Angeles facilitates the hazard abatement and assesses fees to recover costs.

COUNCIL FILE # 14

The 2018 Los Angeles County Declaration list identified 97 properties in the City that require an inspection and or clearance of hazardous vegetation.

Next Steps

1. Adopt by motion an order directing the abatement of hazardous vegetation.
2. Once approved by the City Council, the City Clerk will send a copy of the Abatement Order to the County of Los Angeles.
3. The County of Los Angeles will send notices to property owners of the unimproved properties identified in the report advising them that the seasonal growth of brush and weeds constitutes a fire hazard and needs to be abated. If property owners elect not to abate the hazardous vegetation, the County of Los Angeles will facilitate the abatement and add the charges to the owner's annual property tax assessment. These charges will be brought back to the City Council and confirmed at a Public Hearing in July 2018.

Background

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures. Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the effected properties on or before February 1, 2018, advising them of the need to maintain parcels free from hazardous vegetation. The annual weed abatement notice also advised property owners that the City will be holding a Public Hearing on February 21, 2018, to hear any objections.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact to the City. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

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 No. 7545
2. Abatement Order, Los Angeles County

ATTACHMENT 1
Resolution No. 7545

RESOLUTION NO. 7545

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DECLARING THAT WEEDS, BRUSH, RUBBISH
AND REFUSE UPON OR IN FRONT OF SPECIFIED
PROPERTY IN THE CITY ARE A SEASONAL AND
RECURRENT PUBLIC NUISANCE AND DECLARING
ITS INTENTION TO PROVIDE FOR THE
ABATEMENT THEREOF**

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

BE IT RESOLVED THAT, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of South Pasadena (City) specifically finds:

SECTION 1. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

SECTION 2. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

SECTION 3. That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

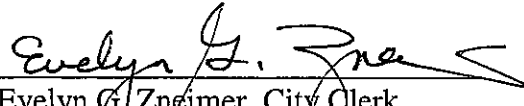
SECTION 4. That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.

SECTION 5. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

BE IT THEREFORE RESOLVED, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance that should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to-wit:

**NOTICE TO DESTROY WEEDS,
REMOVE BRUSH, RUBBISH AND REFUSE**

Notice is hereby given that on February 7, 2018, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 21, 2018, at 7:30 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.

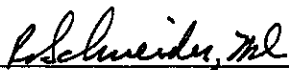

Evelyn G. Zneimer, City Clerk

BE IT THEREFORE RESOLVED THAT the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

BE IT FURTHER RESOLVED THAT the 21st day of February, 2018, at the hour of 7:30 p.m. of said day, is the day and hour, and the meeting room of the City Council of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

BE IT RESOLVED THAT the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 21, 2018.

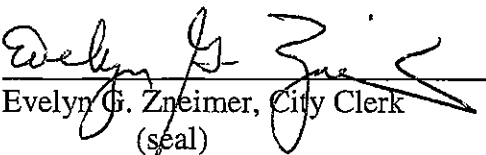
PASSED, APPROVED AND ADOPTED ON this 7th day of February, 2018.



 Richard D. Schneider, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:



 Evelyn G. Zneimer, City Clerk
 (seal)



 Teresa L. Highsmith, City Attorney

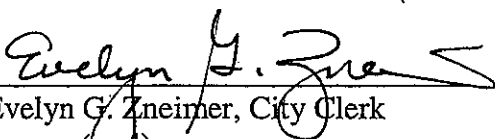
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 7th day of February, 2018, by the following vote:

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

NOES: None

ABSENT: None

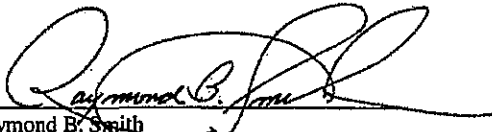
ABSTAINED: None



Evelyn G. Zneimer, City Clerk
(seal)

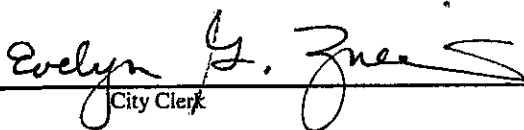
STATE OF CALIFORNIA)
)
) SS
)
 COUNTY OF LOS ANGELES)

RAYMOND B. SMITH, DEPUTY DIRECTOR, BUREAU CHIEF, AGRICULTURAL COMMISSIONER/WEIGHTS AND MEASURES, being first duly sworn says: That on or before the 1st day of February 2018, as required by the Government Code of the State of California, he notified by United States Mail the owners of each of the properties described in the attached list a notice or notices to destroy noxious or dangerous weeds, of which the annexed is a true copy, and setting the 21th day of February, 2018, as the date upon which owners of said property could attend a meeting of the Council of the City of South Pasadena, when their objections will be heard and given due consideration.


 Raymond B. Smith
 Deputy Director, Bureau Chief

SUBSCRIBED AND SWORN TO BEFORE ME

This 7th day of FEBRUARY, 2018


 Evelyn G. Zuercher
 City Clerk

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 002 064	CAMINO DEL SOL	L S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 002 070	HANSCOM DR	LEVY,SAMUEL S	P O BOX 556537	LOS ANGELES CA	90255
5308 002 072	CAMINO DEL SOL	S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 020 027	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 021 001	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 022 002	HANSCOM DR	BROSMAN,NICOLE A	623 PROSPECT AVE UNIT 5	SOUTH PASADENA CA	90042
5308 022 003	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 004	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 005	HANSCOM DR	BOGDAN, SANDOR & NITZA	5825 KESTER AVE	SHERMAN OAKS CA	91411
5308 022 009	HANSCOM DR	DUARTE,LAURA I	2059 BARNETT WAY	LOS ANGELES CA	90032
5308 023 004	PETERSON AVE	PITSIOU DARROUGH,ELENI N CO TR	1820 OLIVE AVE	SOUTH PASADENA CA	91030
5308 023 007	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	06870
5308 023 015	HANSCOM DR	YELDING SOLAN, JOHN P TR	461 E BLITHEDALE AVE	MILL VALLEY CA	94941
5308 024 017	HANSCOM DR	MASSAROTTI, ROBER L AND	1865 HANSCOM DR	SOUTH PASADENA CA	91030
5308 024 034	1903 HANSCOM DR	LIU,QUAN	121 N SAN GABRIEL BLVD	SAN GABRIEL CA	91775
5308 025 027	PETERSON AVE	CHU, KEVIN W AND JENNY	1825 HANSCOM R	SOUTH PASADENA CA	91030
5308 027 007	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 008	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 016	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 017	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 018	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 019	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 020	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 027 043	HILL DR	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 044	WARWICK PL	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 031 001	PETERSON AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5308 031 039	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 040	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 041	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 042	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 043	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 044	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 046	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 047	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 048	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 032 006	PETERSON AVE	LEUNG, ERIC W AND NANCY X	4641 S HUNTINGTON DR	LOS ANGELES CA	90032
5308 032 009	PETERSON AVE	D ANGELO, JOSEPH L	321 N CITRUS AVE	COVINA CA	91723
5308 032 012	HANSCOM DR	YANG, ABRAHAM CST DN	12012 LOWER AZUSA RD	EL MONTE CA	91732
5308 032 043	133 PETERSON AVE	KWONG, EUNIA YOON	PO BOX 3472	SOUTH PASADENA CA	91031
5308 034 002	HULBERT AVE	TIRTASANA, MARTIN	4905 KIMBALL ST	LOS ANGELES CA	90032
5308 034 003	HULBERT AVE	TIRTASANA, MARTIN	4905 KIMBALL ST	LOS ANGELES CA	90032
5310 021 009	BONITA AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5310 022 003	ONEONTA DR	LEE, RAYMOND AND	1001 COUNTRY RD	MONTEREY PARK CA	91745
5310 022 013	BONITA AVE	KAROGLU,VARUJAN	3398 HEATHER FIELD DR	HACIENDA HEIGHTS CA	91745
5310 026 010	ONEONTA DR	ZHUANA, YAN	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5310 026 011	ONEONTA DR	ZHUANA, JINRU	298 W HIGHLAND AVE	SIERRA MADERE CA	91024

DATE: 01/03/18

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5311 001 018	S PASADENA AVE	99 PASADENA AVE LLC	538 MISSION ST	SOUTH PASADENA CA	91030
5311 007 019	KOLLE AVE	FRANCO,LUCIO AND OLIVIA	810 ROLLIN ST	SOUTH PASADENA CA	91030
5311 008 033	ST ALBANS AVE	KIM,JOSEPH W	420 S SAN PEDRO ST APT 208	LOS ANGELES CA	90013
5311 008 039	ST ALBANS AVE	COTTER, MAURA P ET AL TRS	1062 KENDALL DR	SAN GABRIEL CA	91775
5311 009 055	CAMINO DEL CIELO	WILLIAMSON,KATHLEEN D TR	PO BOX 686	SOUTH PASADENA CA	91031
5311 009 056	CAMINO DEL CIELO	WILMS,NANCY M AND ROBERT S	1457 OAKCREST AVE	SOUTH PASADENA CA	91030
5311 009 057	CAMINO DEL CIELO	DICTOR,HARRY AND	2054 BEVERLY DR	PASADENA CA	91104
5311 009 058	CAMINO DEL CIELO	KWOK,GEORGE AND	300 CAMINO DEL CIELO	SOUTH PASADENA CA	91030
5311 010 010	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 012	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 015	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 022	191 MONTEREY RD	PANOPTIC MONTEREY LLC	2719 WINTHROP AVE	ARCADIA CA	91007
5311 010 027	MONTEREY RD	CASEBEER,PAUL	259 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 028	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 029	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 030	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 014 042	INDIANA AVE	LI,DAVID S	1441 LAKE SHORE AVE	LOS ANGELES CA	90026
5311 014 043	INDIANA AVE	NEGRETE,TONY CO TR	1507 INDIANA AVE	SOUTH PASADENA CA	91030
5311 014 048	INDIANA AVE	HERSHBERGER,GILBERT L CO TR	260 W RUMBLE RD APT A	MODESTO CA	95350
5311 015 005	SAINT ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 006	ST ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 022	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 015 023	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5311 017 020	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030
5311 017 021	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030
5312 002 005	MONTEREY RD	SCHROEDER,ALEXANDER L ET AL	PO BOX 3285	SOUTH PASADENA CA	91031
5312 002 007	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 008	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 009	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 025	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 016 014	HARRIMAN AVE	YAMAMURO,HITOMI TR	2482 BRIGDEN RD	PASADENA CA	91104
5312 016 015	HARRIMAN AVE	PARK,KON SOK AND	330 W 11TH ST UNIT C09	LOS ANGELES CA	90015
5312 016 016	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 016 017	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 017 025	HILL DR	CHAN,ALICE WING WAH TR ET AL	424 FLORAL PARK TER	SOUTH PASADENA CA	91030
5312 017 042	HARRIMAN AVE	JUNG,DONALD AND JOANNA TRS	PO BOX 4012	MENLO PARK CA	94026
5312 017 043	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 044	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 049	HARRIMAN AVE	HUANG, K M AND K E FAMILY LTD	PO BOX 4012	MENLO PARK CA	94026
5312 020 012	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5312 020 022	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5314 005 017	INDIANA TERR	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5314 005 021	619 INDIANA TERR	ZHU,BENJAMIN J	1017 GARFIELD AVE	SOUTH PASADENA CA	91030
5314 005 045	ALTA VISTA AVE	VALENSI,NICHOLAS AND	529 5TH AVE 4TH FL	NEW YORK NY	10017
5314 006 005	ALTA VISTA AVE	SMITH,ALMA L TR	546 N ALTA VISTA AVE	MONROVIA CA	91016
5314 007 017	ALTA VISTA AVE	CAVENAGH,JANE T TR	520 ALTA VISTA AVE	SOUTH PASADENA CA	91030

LOS ANGELES COUNTY DECLARATION LIST
CITY OF SOUTH PASADENA
KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/03/18

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5314 008 014	INDIANA AVE	SETO, VANESSA AND	1256 ELM AVE	SAN GABRIEL CA	91775
5314 018 010	BANK ST	LEE, TYLER AND	857 BANK ST	SOUTH PASADENA CA	91030
5314 026 050	ROLLIN ST	PAN, CHIU SUNG AND	1423 MAPLE ST	SOUTH PASADENA CA	91030
5317 018 004	FAIR OAKS AVE	245 ZNE LLC C/O STEVEN J LURIE ESQ	1900 AVENUE OF THE STARS STE 2100	LOS ANGELES CA	90067
5317 026 003	CEDAR CREST AVE	FAMILY HOUSING CORPORATION	2299 HUNTINGTON AVE STE B	SAN MARINO, CA	91108
TOTAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					97
TOTAL RECORDS					97

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ATTACHMENT 2
Abatement Order, Los Angeles County

ABATEMENT ORDER _____

FEBRUARY 21, 2018

FOLLOWING THE PUBLIC HEARING HELD FEBRUARY 21, 2018, IN THE MATTER OF RESOLUTION TO ABATE NOXIOUS WEEDS, RUBBISH, AND REFUSE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, BY MOTION ADOPTED AN ORDER DIRECTING THE AGRICULTURAL COMMISSIONER/DIRECTOR OF WEIGHTS AND MEASURES TO ABATE THE NUISANCE BY HAVING THE WEEDS, RUBBISH, AND REFUSE REMOVED.

**CITY COUNCIL OF THE
CITY OF SOUTH PASADENA**

BY: _____
Richard D. Schneider, M.D., Mayor

ATTEST:

BY: _____
Evelyn G. Zneimer, City Clerk

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Sheila Pautsch, Community Services Director
Lucy Hakobian, Community Services Supervisor

SUBJECT: **First Reading and Introduction of an Ordinance Amending Chapter 21A (Skateboards and Skateboard Parks) of the South Pasadena Municipal Code**

Recommendation Action

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an Ordinance Amending Chapter 21A (Skateboards and Skateboard Parks) of the South Pasadena Municipal Code (SPMC) regarding procedures and requirements for proper usage of the Skateboard Park, in accordance with California State Assembly Bill 1146 (AB 1146) Skateboard Parks and CA Health and Safety Code Section 115800.

Commission Review and Recommendation

This matter was reviewed by the Parks and Recreation Commission (Commission) on September 11, 2017, November 13, 2017, and December 11, 2017. The Commission had the opportunity to review, modify, and make recommendations to update the SPMC. The Commission approved the draft ordinance and recommends that the City Council amend SPMC Chapter 21A (Skateboards and Skateboard Parks) to permit use by defined non-motorized wheel chairs and other specified wheeled recreational devices, subject to the same safety regulations imposed on skateboarders using the Skateboard Park.

In agreement with AB 1146 and CA Health and Safety Code Section 115800, staff recommends the amendment of Chapter 21A of the SPMC. The revision of the SPMC is a dual safeguard for City and community interest. Moreover, the amendments ensure compliancy with State regulations.

Community Outreach

The public had an opportunity to comment at any of the above three Commission meetings when this item was discussed.

Discussion/Analysis

Chapter 21A (Skateboards and Skateboard Parks) of the City of South Pasadena's (City) SPMC adopted on February 20, 2002, applies only to skateboard users within a City skateboard park.

In January 2016, AB 1146 amending CA Health and Safety Code Section 115800, became effective, permitting a city to amend its skateboard park rules and regulations to allow "other wheeled recreational devices" to also use a skateboard park, subject to the same limited immunity provision previously applicable to skateboarders. Under Health and Safety Code Section 115800, as amended by AB 1146, "other wheeled recreational devices" includes roller skates, in-line skates, non-motorized wheelchairs, non-motorized scooters, and non-motorized bicycles.

AB 1146 should not be viewed as a grant of "right" to "other wheeled recreational devices" to use a City skateboard park. Rather, AB 1146 provides an opportunity for a city to expand the use of a city skateboard park to such wheeled recreational devices as it deems appropriate, subject to stated safety rules of use (e.g., wearing of appropriate helmets and safety gear) and the expansion of the limited statute immunity for such use.

Expanding the ability to use the skateboard park to specified other wheeled recreational devices, while still maintaining the limited statutory immunity, was considered by the Commission over several meetings. Prior to the Commission's review, the Community Services Department received a request from a person using a wheelchair to be allowed to have another person push them down the skateboard ramp. Over the course of several meetings, the Commission recommended that the City expand the ability to use the skateboard park ramp area to non-motorized wheelchairs, roller skaters, and in-line skaters, but not to bicycles or scooters, given safety concerns about concurrent skateboard riders and bicyclists using the ramps and performing stunts. However, staff and Commission also recommended that bicycles be permitted within the skateboard park, but only on the level concrete perimeter which encircles the skateboard ramp area within the fenced area. All users are required to use safety equipment (knee pads, elbow pads, and a helmet) while partaking in hazardous recreational activities on the premise of the skateboard park.

Background

Chapter 21A (Skateboards and Skateboard Parks), does not allow users of other wheeled recreation devices to use City skateboard parks. In 2016, AB 1146 amended the CA Health and Safety Code Section 115800 to add "other wheeled recreational devices" to the uses that a public agency may permit in a skateboard park, subject to the limited statutory immunity previously only applicable to skateboard users in skateboard parks. The City may implement the expanded statutory immunity by amending its skateboard ordinance and rules of use to include specified other wheeled recreational devices.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

None

Environmental Analysis

The adoption of this Ordinance will not have a significant effect on the environment. This Ordinance is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. In accordance with CEQA Guidelines Section 15268, 15308, and 15378, the adoption of this amendment to the Municipal Code is exempt from CEQA provisions because such actions are administrative in nature.

Public Notification of Agenda Item

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

Attachment: Chapter 21A (Skateboards and Skateboard Parks)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 21A (SKATEBOARDS AND
SKATEBOARD PARKS) OF THE SOUTH PASADENA
MUNICIPAL CODE**

WHEREAS, The State of California adopted Assembly Bill (AB) 1146, which amends Health & Safety Code Section 115800 to expand the limited statutory immunity afforded to public entities operating skateboard parks to the users of "other wheeled recreational devices," where the public entity adopts an ordinance including appropriate regulations for the use and users of a skateboard park, including the use of safety gear, and posts signage regarding such regulations; and,

WHEREAS, the Parks and Recreation Commission recommends that the City expand the use of City skateboard parks to include not only skateboards, but also in-line skates, roller skates, and non-motorized wheel chairs, subject to the same safety gear and limited statutory immunity applicable to skateboarders using the City skateboard parks; and

WHEREAS, in the event that the expansion of statutory immunity to specified "other wheeled recreational device" users of city skateboard parks pursuant to AB 1146 is repealed, this Ordinance shall be repealed and the provisions of Ordinance No. 2101 shall be readopted.

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

SECTION 1. Adoption. Chapter 21A (Skateboards and Skateboard Parks) is hereby amended to read as follows:

CHAPTER 21A

SKATEBOARDS AND SKATEBOARD PARKS

Sections:

- 21A-1 Definitions.
- 21A-2 Use of a skateboard park.
- 21A-3 Signs.
- 21A-4 Violations.

21A-1 Definitions.

As used in this chapter:

- (a) "Skateboard" means a short oblong piece of wood, plastic, fiberglass, aluminum or other material mounted on small wheels fixed to the bottom upon which a person stands or crouches and moves forward by pushing one foot on the ground or by force of gravity, and which is often used to perform stunts.
- (b) "Skateboard Park" shall mean any publicly owned or operated facility designed and maintained for the purpose of recreational skateboard use and not for concurrent bicycle use.

21A-2 Use of a skateboard park.

- (a) No person shall:
 - (1) Unless first expressly authorized by a city representative, use a skateboard park, except during the posted hours of operation;
 - (2) Use the skating surface of a skateboard park for any use other than for proper use of a skateboard, in-line skates, roller skates, or a non-motorized wheelchair;
 - (3) Ride a non-motorized bicycle or scooter, except as described in subparagraph (16) below;
 - (4) Use the skateboard park unless that person is wearing proper safety equipment including a helmet, elbow pads, and knee pads;
 - (5) Ride tandem or propel another person on a skateboard or non-motorized wheelchair;
 - (6) Use alcohol or non-prescribed drugs in or within three hundred feet of a skateboard park; or be under the influence of alcohol, non-prescribed drugs or any prescribed drug which may impair ability to use a skateboard or other device permitted by this section while at a skateboard park;
 - (7) Dispose of debris, waste and trash except in an appropriate receptacle provided by the City;
 - (8) Apply graffiti or engage in tagging at a skateboard park;
 - (9) Skate, run or stand on or jump from, or otherwise employ any fence, wall, curb or driveway unless within the skating area of a skateboard park;

- (10) Use or be upon a skateboard park while wearing an audio headset;
- (11) Introduce, employ or use any unauthorized equipment, obstacle or apparatus within a skateboard park;
- (12) Play amplified music within a skateboard park;
- (13) Enter or remain in a skateboard park with any food or beverage;
- (14) Use profane or abusive language or act in any discourteous manner;
- (15) Fail to report injuries sustained at the skateboard park. If an injury occurs on the premise, it is the injured party's obligation to report the incident to city staff; or
- (16) Ride, push or propel a non-motorized bicycle upon any part of the skateboard park ramps or any area within the skateboard park other than the level concrete perimeter immediately adjacent to the fencing surrounding the skateboard park. Persons riding a bicycle shall wear a bicycle helmet at all times.

(b) If any person violates one or more of the rules listed in this section, then a city representative may cause that person to be removed and prevented from being on or within three hundred feet of a skateboard park

21A-3 Signs.

The Director of Public Works shall erect and maintain visible regulatory signs at a skateboard park owned and operated by the City. Such signs shall indicate the hours of operation of the skateboard park, the rules set forth in Section 21A-2 and provide notice any person using a skateboard, in-line skates, roller skates, non-motorized wheelchair or bicycle within the skateboard park facility must wear a helmet, elbow pads, and knee pads, and any person failing to do so will be subject to a citation under this chapter.

21A-4 Violations.

Any person violating any provision of Section 21A-2 of this code:

- (a) Is guilty of an infraction and subject to a fine in an amount not to exceed fifty dollars for a first conviction, and, seventy-five dollars for a second conviction within one year and one hundred fifty dollars for each additional conviction within one year; and
- (b) Upon conviction of a violation may be temporarily restricted from entering a skateboard park.

SECTION 2. Severability. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this

Ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the Ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this Ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 3. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the meeting on the matter held by the City Council, and hereby determines that that the adoption of this Ordinance will not have a significant effect on the environment. This Ordinance is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. City Council further finds that in accordance with CEQA Guidelines Section 15268, 15308, and 15378, the adoption of this amendment to the Municipal Code is exempt from CEQA provisions because such actions are administrative in nature.

SECTION 4. Inconsistent Provisions. Any provision of the South Pasadena Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 5. Publication and Effective Date. This Ordinance shall take effect 30 days after final adoption. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. Pursuant to Government Code Section 36933, a summary of this Ordinance may be published and posted in lieu of publication and posting of the entire text.

PASSED, APPROVED, AND ADOPTED ON this ___ day of ____, 2018.

Richard D. Schneider, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing Ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the __ day of ____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018
TO: Honorable Mayor and City Council
VIA: Stephanie DeWolfe, City Manager
FROM: Sheila Pautsch, Community Services Director
SUBJECT: **Approval of a Concession Lease Agreement with San Pascual Stables, LLC for Operation of the San Pascual Stables**

Recommendation Action

It is recommended that the City Council approve, in substantially to form, the attached Concession Lease Agreement (Lease) with San Pascual Stables, LLC (SPS, LLC) for the lease of the San Pascual Stables (Stables) that will begin on May 1, 2018.

Commission Review and Recommendation

This matter was reviewed by the San Pascual Stables Subcommittee (Subcommittee). The Subcommittee recommended that the City Council authorize SPS, LLC to operate the Stables. The Subcommittee did review the lease but did not approve the final version of the lease as negotiations of the lease were conducted in closed session with the City Council.

Community Outreach

In February 2015, the City Council established a Subcommittee, of current commissioners, in February 2015 to evaluate the lease for the Stables. A series of monthly Subcommittee meetings were held (February 2015 – October 2017). All meetings were open to the public and as a result, staff received ample comments and feedback from constituents.

Discussion/Analysis

Staff recommends that the City of South Pasadena (City) enter into a Lease with SPS, LLC. SPS, LLC accepted the terms and conditions of the Lease. SPS, LLC has shown it can continue to build on past successes and conduct a financially successful equestrian center that expands the equestrian recreation opportunities to the community. This Lease will begin on May 1, 2018.

The Lease consists of three terms. The Original Term is three (3) years. Assuming SPS, LLC is in compliance with all the provisions of the Lease, the term can be extended for an additional seven (7) years (Extended Term); finally, assuming compliance with all provisions of the Lease, SPS, LLC can extend the term for an additional ten (10) years (Final Term). The City will receive about \$66,000 annually in Concession Lease Fees (Fees) from SPS, LLC, which is equivalent to 6% of the estimated annual gross income (The projected gross revenue is approximately

AGENDA ITEM 16

\$1,105,174 with SPS, LLC Fees at about \$66,310). In addition to the six percent (6%) of gross revenue payable to the City under the Lease, SPS, LLC will contribute an additional two percent (2%) of the gross revenue to the "San Pascual Stables Capital Improvement Fund" (CIF). The City will contribute twelve percent (12%) of its fees to the CIF. The annual net to the City's General Fund is about \$88,404.

The Lease requires a minimum number of capital improvements to be made during each of the three terms. The total cost of these improvements to keep the facility safe and productive is nearly \$600,000 over the three terms. Consequently, a minimum of \$30,000 needs to be set aside each year for the CIF.

CIF Annual Projection:

SPS, LLC contribution at 2% = \$22,103
City CIF contribution at 12% of \$66,301 = \$7,957
Total annual contributions of CIF = \$30,060

SPS, LLC is required to make specific capital improvements during the Lease such as adding a third riding ring, add security cameras, additional signage, parking and access improvements as well as enhancements to the barn and storage facilities.

The City will receive monthly financial reports from SPS, LLC and conduct evaluations every six months for compliance to the terms and conditions of the Lease. Compliance will include the requirement to conduct classes and programs for the community and youth organizations. The City will also ensure that SPS, LLC will make every effort to use only electric lawn equipment as well as purchase hybrid tractors.

Alternatives Considered

1. If Council desires to change the terms of the lease, staff will go back into negotiation with SPS, LLC.

Next Steps

1. Staff will monitor finances and report monthly, via a memo, to the City Council.
2. Staff will conduct a six month review in October 2018 and continue thereafter every six months.

Background

The Subcommittee worked with Ron Hagan, Senior Associate Consultant, Integrated Consultant Group, Inc. (ICG, Inc.), and staff to evaluate the existing conditions of the Stables, interviewed the current operator and toured the facilities to create a list of best practices which assisted in creating the Request for Proposals (RFP). Once the RFP was approved by the Subcommittee and by the City Council, the RFP was distributed to multiple equestrian professionals and companies in May 2017.

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As a result, five (5) proposals were received. The respondents were All Equestrian Services, LLC; Paddock Riding Club; Dark Horse White Knight Inc.; San Pascual Stables, LLC; and Double Crown, LLC. All five proposals met the minimum requirements to be considered for the new Concession Lease.

Interviews were conducted by an Ad Hoc Committee of the Subcommittee. All proposers were given forty-five (45) minutes to give an overview of their business with the remainder of the time being used by the panel to ask questions regarding directly related experiences, financials, capital improvements of facilities and capability to perform. The Ad Hoc Committee ranked the proposals and the top four returned for a second interview, which provided an opportunity to clarify issues raised during the review of the written proposal and first interview.

In summary, all proposers met the minimum qualifications as outlined in the RFP. Only SPS, LLC and Paddock Riding Club are currently operating an equestrian center, the others have varying degrees of equestrian experience and business backgrounds. Each proposer presented slightly different approaches on how they would operate the Stables if awarded the Lease. The Ad Hoc Committee determined the proposals from SPS, LLC and Paddock Riding Club presented the best opportunity for the City to meet the goals for the Stables in the future. While Paddock Riding Club could eventually transition their management staff and programs to the Stables and develop a successful operation patterned after their current operation in Los Angeles, the Ad Hoc Committee felt it would take several years to make the transition and consequentially lose current boarders and clients.

The Ad Hoc Committee recommended to the Subcommittee move forward requesting the City Council' consideration to authorize negotiations with SPS, LLC.

On November 1, 2017, the City Council authorized staff to enter into negotiations with SPS, LLC for the Lease of the Stables with the alternative that if negotiations with SPS, LLC are unsuccessful, then staff should proceed with negotiations with Paddock Riding Club for the new Agreement.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Annually, the City will net roughly \$58,344 after contributing 2% of the fees to the CIF of approximately \$7,957 a year. SPS, LLC will contribute 12% of the gross revenue of around \$22,103 to the CIF for future capital improvement projects for the Stables. The City will control the CIF, which will take in about \$30,000 a year and close to \$600,000 over all three terms.

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Estimated Annual Gross Revenue (EAGR)	\$1,105,174
Concessions Lease Fee 6% of the EAGR	\$66,301
Capital Improvement Fund (CIF) 2% of EAGR	\$22,103
Total Estimated Annual Amount to the City	\$88,404
2% of Concession Lease Fee to CIF by City	\$ 7,957
Total Estimated Amount to General Fund	\$58,344

Public Notification of Agenda Item

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

Attachment: Concession Lease Agreement

CONCESSION LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of February 21, 2018 between the CITY OF SOUTH PASADENA, a California City (City), whose address is 1414 Mission Street, South Pasadena, CA 91030, and SAN PASCUAL STABLES, LLC (Concessionaire), whose address is 900 S. Figueroa Street #603, Los Angeles, CA 90015. The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, City hereby grants to Concessionaire, the exclusive lease to operate the equestrian boarding concession facility, San Pascual Stables (Concession or SPS) at Arroyo Seco Park, signed by the parties, and incorporated herein, subject to the following terms and conditions.

1. PREMISES

That City, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby lease to Concessionaire for the purposes hereinafter specified that certain property, the Concession ("the Premises"), in Arroyo Seco Park, and as more particularly shown in "Exhibit A".

2. TERM (Subject to final negotiations with selected concessionaire)

This Concession Lease Agreement is for a term of three (3) years (the "Original Term"). The Concessionaire may request extending the "Original Term" for an additional seven (7) years (the "Extended Term"); provided the Concessionaire has complied with and met all terms and conditions of the "Original Term" to the City's satisfaction, by notifying the City in writing of its intent to extend. City shall determine City satisfaction by the bi-annual evaluation ("Exhibit K") performed by the Community Services Director of concessionaire's operation and compliance to the lease agreement terms and conditions. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the end of the "Original Term"; provided, however, that the City has sole discretion in determining if the Concessionaire has complied with or made reasonable progress, in meeting all terms and conditions in the "Original Term" and for extending the term.

An additional ten (10) year term (the "Final Term") may be requested, provided the Concessionaire has complied with all terms and conditions of the seven (7) year "Extended Term" to the City's satisfaction, as determined by the bi-annual evaluation performed by the Community Services Director of concessionaire's operation and compliance to the lease agreement terms and conditions, by notifying the City in writing of its intent to extend. Notification must be no more than one hundred eighty (180) days or less than ninety (90) days before the end of the "Extended Term"; provided, however, that the City has sole discretion in determining if the

Concessionaire has complied with, or made reasonable progress, in meeting all terms and conditions in the "Extended Term" and for granting the "Final Term".

Reasonable progress shall be defined as Concessionaire meeting the intent of the terms and conditions and adhering to the terms and conditions, subject to unforeseen circumstances beyond Concessionaire's control.

This Agreement shall be subject to early termination as follows:

- a. Upon at least 180 days' prior written notice to such effect by Concessionaire to City.
- b. Upon the failure of Concessionaire or its members to observe any of the requirements of this Agreement, after thirty (30) days' notice from the City that Concessionaire is in default. City may grant additional time to correct the default at its option.
- c. By City upon determination by its City Council that the Concession is an incompatible use of the Arroyo Seco Park. The City Council shall have sole discretion to determine whether the Concession is an incompatible use or constitutes a nuisance or public safety hazard to other park users. Upon such a determination, Concessionaire shall be given 180 days to remove all its property and repair any damage Concessionaire has caused.

3. LEASE FEES (Subject to final negotiations with selected concessionaire)

A. Concession Lease Fee. For the "Original Term", Concessionaire shall pay to City as the Concession Lease Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f., for the prior calendar month the sum equal to 6% of Concessionaire's gross receipts upon the Premises. For the "Extended Term" Concessionaire shall pay to City as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f., for the prior calendar month the sum equal to 6% of Concessionaire's gross receipts upon the Premises. For the "Final Term" Concessionaire shall pay to City as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.f.b, for the prior calendar month the sum equal to 6% of Concessionaire's gross receipts upon the Premises.

B. Capital Improvement Fund Fee. In addition to the percentage Concession Lease Fee paid during the term pursuant to Section 3.f. and the ongoing regular maintenance required by this Agreement, Concessionaire agrees to pay into the San Pascual Stables Capital Improvement Fund for major maintenance, replacement, or addition of City-owned facilities (As defined in "Exhibit B"), during the "Original Term" the sum equal to two percent (2%) of Concessionaire's gross receipts upon the Premises for the prior calendar month; during the "Extended Term" the sum equal to two percent (2%) of Concessionaire's gross receipts upon the Premises for the prior calendar month; and during the "Final Term" the sum equal to two percent (2%) of Concessionaire's gross receipts upon the Premises for the prior calendar month.

The City shall contribute twelve percent (12%) of its **Concession Lease Fee** to the **"San Pascual Stables Capital Improvement Fund"** for the prior calendar month during each term of the Concession Lease Agreement.

City will account for these funds in a separate account designated as **"San Pascual Stables Capital Improvement Fund"** and maintain adequate records thereof. These funds are solely for major maintenance and capital improvements to the facility as defined in "Exhibit B". Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section. Expenditures from this capital fund will be at the City's discretion and will require prior written approval from the City. If Concessionaire uses its own labor for these projects, payment for such labor for the purpose of this Section must be preapproved by the City. Because these funds are considered public funds, all work performed using these funds must pay prevailing wage. Credit for management or supervision staff will only be allowed for reimbursement if: there are no other employees that regularly do the work, and reimbursement must be at the regular rate of pay for the work, not the supervisor or manager rate; hours and rate must be preapproved by the City. Reimbursement will include 16% of wages for payroll taxes.

Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the City by the 20th day of each month, a verified statement of its total gross receipts for the preceding month along with the Concession Lease Fee and Capital Improvement Fund Fee for that period.

The Monthly Total Gross Receipts Statement ("Exhibit J"), Concession Lease Fee, and the Capital Improvement Fund Fee shall be mailed to:

**City of South Pasadena
Attn: Finance Department
1414 Mission Street, South Pasadena, CA 91030**

C. Late Charge. If any installment of the Concession Lease Fee or the Capital Improvement Fund Fee due from Concessionaire is not received by City when due, Concessionaire shall pay to City an additional sum of 10% of the overdue

concession fee as a late charge' however Concessionaire shall not be liable for a late charge where payments are late due to a Force Majeure Event, as defined by paragraph 42. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

D. Gross Receipts. Concessionaire is required to recognize its revenue with a cash basis accounting method. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, commissions received, and services performed by Concessionaire, such as, but not limited to, all income from boarding operations, training fees, instruction fees, riding academy, summer camp registration (except the registration taken at the City) , facility rentals for parties or weddings, all food and vending sales, filming on the premises, temporary boarding, independent lessons and any other activity for which fees are charged or revenue is received for services rendered in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts when cash (or a check) is actually received by Concessionaire) which shall be reported on the form contained in "Exhibit J", attached hereto). Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.

- i. Concessionaire will maintain detailed records regarding lessons, training and commissions earned by retaining independently verifiable written reports that show date, name of participants, amount collected, and keep a comprehensive all-inclusive calendar of events and class rosters at least for three (3) years, to substantiate accuracy of Concessionaire's reported gross receipts as described in Section 3.D. These records will be provided as back up to Concessionaire's monthly report of Gross Receipts ("Exhibit J") as required in Section 3.D.
- ii. Sales of the Concessionaire's fixed assets, such as equipment, will not be considered part of gross receipt. The exception would be sale of horses, if these sales are considered a routine source of revenue for the business. If considered a revenue source, the net profit on the sale of a horse would be included in gross receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in gross receipts. However, if the Concessionaire adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
- iii. Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the

full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes, the Concessionaire shall include language in the Concessionaire's boarding agreement, whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement.

4. CAPITAL IMPROVEMENTS

Concessionaire will prepare a "Capital Improvement Fund" plan with projected costs each year with the Director of Community Services to obtain the necessary City approvals and prioritization. Concession major maintenance and/or replacement categories are listed in "Exhibit B". The minimum dollar amount for a project to be approved for this fund is \$1,000. No capital improvement fund activities shall begin without City's prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to City and approved by City's Planning staff. Such review will be completed by City within ninety (90) working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment. Major Maintenance Repairs and Capital Improvements to the historical barn, house or shed shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H. Concessionaire shall provide City with a monthly "Capital Improvement Status Report" detailing Major Maintenance Repair and/or Capital Improvements worked on during the month and status of completion timeline.

During an emergency, such as a natural disaster, the City may waive the formal procedure for approving capital improvements if, in the City's opinion, delaying approval creates a risk to public safety.

Upon completion of an approved capital project, the Concessionaire will submit to the Director of Community Services for reimbursement from the Capital Improvement Fund, a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, time cards and payroll records must be submitted. The Director of Community Services will approve the expenditures and forward them to the Business Services Administrative Analyst to process for reimbursement to the Concessionaire.

Any unexpended capital improvement funds at the end of the "Final Term" shall become the property of City and shall be used to improve the Premises for continued operation.

5. LATE CHARGE

If any installment of the Concession Lease Fee or the Capital Improvement Fund Fee due from Concessionaire is not received by City when due, Concessionaire shall pay to City an additional sum of 10% of the overdue concession fee or overdue Capital Improvement Fund fee as a late charge. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

6. RECORDS AND INSPECTION

Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the three year period following the termination of the Agreement, to inspect such books and records including State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports. Concessionaire shall keep gross receipt deposits and cash disbursements related to the operation of the Concession in a separate bank account. Concessionaire shall furnish to the city each month the following reports and records:

- Statement of Gross Receipts as described in Section 3.D
- Detailed Monthly Activity Report as described in Section 3.D.i
- Capital Improvement Status Report as described in Section 4

7. USER RATES AND AGREEMENTS

The rates and charges to users of the Concession are the responsibility of the Concessionaire and do not require approval of the City.

a. **Rate Increases.** Concessionaire shall not increase the user rates and/or institute any additional services and charges without first notifying the City. While the Concessionaire does not need City approval of rates and fees charged for services and programs, the City must first be notified of the rate or fee increase prior to Concessionaire implementing the rate or fee increase.

b. **Boarder Agreement.** Boarder Agreements must include a non-discrimination clause as stated in this agreement Section 24. Concessionaire is responsible for submitting their Boarder Selection and Wait List Process to the Community Services Director by the first day of operation. Original boarding agreements must be retained for three (3) years after their expiration. The Boarder Selection and Wait List Process

must be equitable and non-discriminatory. All boarders shall occupy space pursuant to the terms of their Boarder Agreement, "Exhibit C" which Exhibit is attached hereto and made a part hereof. **Boarders will not be allowed to sublet their stalls.**

The Boarder Agreement must contain a section whereby the Boarder may elect to allow Concessionaire to use their horse in Concessionaire's programs at the facility in exchange for rent credit (reduced rent) for their boarding unit(s). If Boarder elects to participate in allowing the Concessionaire to use their horse in Concessionaires programs (or programs, activities, or instruction conducted by contract trainers or instructors), the specific amount of rent credit (rent reduction) must be specified in the Boarder agreement. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement, unless the border specifically authorizes such use by initialing a statement in the Boarders Agreement giving permission to Concessionaire, or Concessionaire's staff, trainers, instructors, and students permission to use their horse.

c. **Emergency Cooperation.** The Concessionaire must cooperate with City during special events or other unanticipated eventualities. During an emergency, whereby horses or other animals from other areas may need to be housed at the stables during the emergency, the fee for boarding such horses during the emergency must be approved by the Director of Community Services, or their representative, for the City of South Pasadena. Concessionaire shall notify the Director of Community Services, or their representative, immediately upon receiving a request for temporary boarding of horses or other animals at SPS. Temporary boarding fees will only be approved by the City if, in the sole opinion of the City, they represent a fair charge for services needed to board the animals during the unanticipated emergency. It shall be the responsibility of the Concessionaire to justify the requested temporary fee for boarding to the Director of Community Services.

8. CONDITION OF PREMISES AND EQUIPMENT

Concessionaire acknowledges and agrees that the Premises are in good and tenantable condition. Concessionaire further acknowledges that the equipment to be provided by City is in good operating condition. Concessionaire shall accept the Premises and equipment to be provided by City in their presently existing "as is, where is" condition and agrees that City shall not be obligated to make any alterations, additions or improvements thereto.

9. USE OF THE PREMISES

Concessionaire shall use the Premises to operate, manage and maintain the service operations for the public described below in this Section upon the terms and conditions of this Agreement and for no other purposes:

- a. A full service equestrian boarding facility for the public, open daily, including but not limited to, horse boarding, group and individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center (for example, horse care clinics, educational, instructional and other services consistent with an equestrian center; tack shop; etc.). The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements. Concessionaire shall make its best effort to work with City staff and community youth organizations to introduce local youth to equestrian activities through such programs and activities as summer equestrian camps, Boy Scout and Girl Scout merit badge programs, school field trips, offering group lessons for local nonprofit youth organizations, youth birthday parties, and special open house events planned in coordination with City staff for community youth.
- b. Open daily, offer hours of operation consistent with a public equestrian center, sufficient for the operation of a full service equestrian center.
- c. Improve the premises to maximize accessibility, general safety and overall appearance. The Concessionaire will make reasonable access Accommodations and comply with all the city, state and federal laws relating to access for people with disabilities.
- d. Assume all regular maintenance, upkeep and operational obligation for the property to City standards as outlined in the Park Operations Facility Maintenance Guidelines (see "Exhibit D") and at no cost to the City. Further, no reimbursement from the Capital Improvement Fund may be made for regular maintenance as defined in "Exhibit B".
- e. Provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time, must be under the roof of the manure bin, and meets the regulations for drainage on the property ("see Exhibit E").
- f. Provide a presence (by either Concessionaire, an employee or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a daily basis. Provide emergency contact

numbers for emergencies.

g. Concessionaire agrees to hold routine Boarder meetings or publish digital newsletters at least twice per year to keep tenants informed of current activities, future plans, projects, etc.

9. BOARDER SELECTION AND WAITING LIST

The Concessionaire shall establish guidelines with an equitable means for choosing boarders and establishing a waiting list, and submit it for approval to the Community Services Director. The City abides by all state and federal non-discrimination laws in regards to the use of its park facilities.

10. CONCESSIONAIRE'S USE OF BOARDING UNITS

Concessionaire shall use no more than 25% of each type of available boarding units for boarding of Concessionaire's own horses or those of its trainers and instructors. For boarding units whereby the Concessionaire gives reduced rent to trainers or instructors in exchange for in-kind services (such as teaching or performing maintenance or security functions) the reduced rent shall be the amount of income reported in the Concessionaire's gross receipts. The Concessionaire's monthly gross receipts report shall clearly detail which units are used for Concessionaire's horses whereby no rent income is reported and those units used for trainer or instructor horses whereby partial rent is received.

Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes the Concessionaire shall include language in the Concessionaire's boarding agreement whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and subject to default action under the terms of the Concession Lease Agreement.

11. CITY'S USE OF BOARDING UNITS

The Concessionaire must permit up to two horses from the City's Public Safety Department, if needed, to be boarded at no cost to the City for the stalls if the Public Safety Department chooses. The Public Safety Department agrees to pay Concessionaire's cost, including labor, associated with the feeding and care of its horses as requested by them.

12. OTHER ACTIVITIES

Other or additional activities by Concessionaire shall require the prior written consent of City, which consent may be granted or withheld in City's sole discretion. City shall process Concessionaire's request in a timely manner, subject to established City approval processes, and shall endeavor to expedite such requests to the extent possible. Concessionaire shall comply with any and all present laws, general rules or regulations of City and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Premises during the Term. Such rules, regulations and policies of City may include, without limitation, containers for trash removal to aid in the control of rodents, flies, yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

13. RESTRICTED SALES AND USES

- a. **Sales and Rentals.** City reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which City regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.
- b. **Containers.** Beverages in air-tight containers under pressure of carbonation sold from the Premises shall be marked for identification. Concessionaire and City shall from time to time review items sold and containers used or dispensed by Concessionaire; City prohibits the use of Styrofoam containers by Concessionaire (Muni Code 16.40.46, Ordinance No. 2305).
- c. **Waste Reduction.** City prohibits the sale or use of non-recyclable containers or plastics (Municipal Code 16.31.39). No pull-top cans with removable tabs are to be used or sold by Concessionaire. City will provide one (1) recycling container for cans and bottles. Concessionaire should manage all other various materials - beverage containers, mixed paper, cardboard, as well as green waste.
- d. **Chemicals.** No pesticides, herbicides or fungicides may be used or sold by Concessionaire on the Premises that are not approved in writing by City in advance of proposed use or sale.
- e. **Storage.** Concessionaire shall not store food, supplies, equipment or other items outside of a structure on the Premises, except as specifically approved in writing by City in advance of such storage.
- f. **Private Vehicles.** Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-City vehicles only as required for loading and unloading items used to operate the Premises. Operation of

such vehicles shall be subject to regulations established by City from time to time. Concessionaire's personnel may park private vehicles on site that are needed and used in Concessionaire's approved operation.

g. **Noise.** Concessionaire shall not install, use, or permit to be operated or used on the Premises any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises, except as approved in writing by City in advance of such operation and use.

h. **Electric or Non-Petroleum Powered Equipment.** City policy is to replace all gas and diesel powered equipment used to maintain city property with clean energy powered equipment, such as electric, battery, hydrogen fuel cell, or other approved clean energy technology. When Concessionaire replaces existing power equipment, it shall be replaced with clean power equipment, if available. Concessionaire shall make its best effort to use only electric lawn mowers and lawn equipment in its maintenance operations. Concessionaire shall replace tractors with hybrid tractors when purchasing new tractors. If, in the City's opinion, the Concessionaire is not making a good faith effort to comply with City Green Policy, the City may consider this a breach of the agreement and place the Concessionaire in default subject to Section 30.

14. FACILITIES AND EQUIPMENT PROVIDED BY CITY

Upon commencement of the Term, City shall provide the following:

- | | | |
|-------------------------------|-----------------------------|-------------------------------|
| 120 New Barn Box Stalls | 22 Historic Barn Box Stalls | 24 Pipe Stalls |
| One 125' x 250' lighted arena | | Two sets of lighted crossties |
| One 110' x 250' lighted arena | | Outside pipe crossties |
| One 60' x 120' lighted arena | | Two hitching posts |
| Three turnouts | | Six-horse wash racks |

Historic residence and shed

City shall provide hookup for electrical, telephone, sewer, and potable water service at the existing locations at no cost to Concessionaire; however, Concessionaire shall be responsible for payment of all utilities (including, but not limited to electric, gas, water, solid waste removal) used at the Premises. Electrical service at these locations shall be 100 and 200 amp. Any future utility hookups deemed necessary by City in its sole discretion will be provided by the City.

15. FACILITY RESIDENCE

There is a historic residence, shed, and barn on the premises. During the term of this Agreement, Concessionaire or an employee of Concessionaire may occupy the residence provided by the City, for the purpose of providing management and security for the Premises. Such occupancy shall terminate upon termination of the term of this Agreement. Concessionaire is required to leave the residence in a clean and reasonable condition. If not, City shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without City's written permission.

If rent is collected by Concessionaire for occupancy by its employee of the residence, City shall have the authority to review and approve any such rental agreement, and this rent shall be included in gross receipts and fees shall be paid on this income. Concessionaire shall be required to ensure compliance with the terms of any rental agreement, including termination of any occupancy. Under no circumstances shall any tenant or occupant be permitted to continue to occupy the residence after the termination of this Concession Lease Agreement. Should any occupant refuse to vacate the residence upon notice of termination of tenancy, Concessionaire shall be required to immediately pursue eviction proceedings, including obtaining a writ of possession in unlawful detainer, at its sole cost. The residence, shed, and historic barn are local landmarks and must be kept in good condition. No demolition, alteration, or improvements can be made to the residence, shed, or historic barn without written permission of the City and approval pursuant to the City's Cultural Heritage Ordinance. Concessionaire shall follow the building maintenance standards in Exhibit D. All major maintenance and/or capital improvements to the historic residence, shed, and barn must be in compliance with all applicable local, state, and federal building and safety codes. City shall have the right to enter and inspect the residence by giving a minimum of 24 hours' notice to Concessionaire.

16. FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE

Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by City. This equipment will remain the property and responsibility of Concessionaire who shall obtain written approval of City prior to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the recreation area. Concessionaire will pay for gas and electric, burglar alarms, garbage pickup, and water service.

17. PROMOTION; SIGNS

Concessionaire shall not display any signs whatsoever within Arroyo Seco Park or on the Premises without the prior written consent of the City. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. City agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain a website for San Pascual Stables that provides a link to the City of South Pasadena website, and City, upon approval of Concessionaire's website, shall provide a link on City website to San Pascual Stables website.

Concessionaire shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities on the Premises and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "San Pascual Stables a CITY OF SOUTH PASADENA facility".

18. PROTECTION OF PARK AND GENERAL PUBLIC USE

It is recognized by Concessionaire that the premises are within a City Park, owned, operated and maintained by the City, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the City. This site is located in the Arroyo Seco and is habitat for species of birds, mammals, and plants. Concessionaire agrees to cooperate with the City to protect lands of the City from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards. The provisions of this Agreement shall at all times be considered in order to accomplish the above-mentioned objectives.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the City of South Pasadena's codes and ordinances and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the City and Public Safety within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises and use of the adjoining parkland. All such rules and regulations must be approved in advance in writing by the Director of Community Services and shall not conflict with City Council policy and other rules and regulations established by City. City ordinances and rules and regulations shall take precedence. Concessionaire shall post all rules and instruct customers on the safe use of the concession.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Director of Community Services or, in case of present danger, to a City Police Officer.

Concessionaire shall cooperate with the City at such time the City decides to implement riding trail improvements along the Arroyo Seco for public use.

Concessionaire understands that the northern boundary of the concession property along the Arroyo Seco and the eastern driveway boundary, is designated for future trail development by the City. Development of the trail in these areas may alter the boundary line of the concession property to meet width standards for the trail system. Concessionaire agrees to any modification of the perimeter boundary line necessary to develop the public trail, and shall allow Concessionaire access to the trail system for its boarders and program participants.

Concessionaire acknowledges that the trail will be a public trail and is not included within the boundary of the stables concession property. Concessionaire shall be responsible for maintenance of the perimeter fence along the concession property bordering the trail and separating the trail from the concession property, but not the actual trail maintenance.

19. SAFETY

While City shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other parkland areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify City's Public Safety Department in the event of emergencies or other significant disturbances.

No Special Events will be conducted by Concessionaire without prior approval by the City. In order to insure the safety of the public, these safety precautions will be followed at all times:

- a. **Smoking.** Smoking will be strictly prohibited on the Premises and the surrounding area.
- b. **Reporting Accidents.** All injury accidents shall be reported to the Director of Community Services within 24 hours.
- c. **Fire Protection.** Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of City relative to fire prevention. Concessionaire shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by the City or any other agency having jurisdiction to regulate fire prevention measures at the Premises.
- d. **Hazardous Substances.** No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation

shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said Premises which will, in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.

Concessionaire represents and warrants to City that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold City harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.

For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including, but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

20. EMPLOYEES-PERSONNEL

All persons employed or utilized in connection with the operation of the Premises, including relatives, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire, and in no event shall any such person be under the age of sixteen (16) years. If in the reasonable judgment of City, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-City facility upon Concessionaire's receipt of written notice from City's Community Services Director to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, "Exhibit F" which is attached hereto and made a part hereof, that Concessionaire will require

employees or contractors that have direct supervision over or conduct programs with minors, to be fingerprinted.

21. SUGGESTIONS-GRIEVANCE COMPLAINT PROCEDURE

Concessionaire agrees to install, maintain and operate the following suggestions-complaint procedure for the Concession. Concessionaire shall post and keep posted on the office reception room bulletin board the following notice:

Suggestions - Complaint Procedure

“Any person desiring to present any suggestion or complaint concerning the operation or condition of the San Pascual Stables shall present same verbally to the Concession Manager. If satisfaction is not obtained, the suggestion or complaint shall be followed up in writing to the Concession Manager, with a copy to be mailed to the Director of Community Services, CITY OF SOUTH PASADENA, 1414 Mission Street, South Pasadena, CA 90130.”

Subject to the provisions of the Agreement, both City and Concessionaire shall in good faith endeavor to respond positively and favorably to such suggestions and complaints.

22. LICENSES

Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

23. CONCESSIONAIRE'S MAINTENANCE OBLIGATION

Concessionaire agrees to maintain any and all concession structures, facilities, improvements, and equipment on the Premises in good order and repair, at Concessionaire's cost and expense, during the entire term. Concessionaire shall perform, at Concessionaire's own expense, any required maintenance and repairs, including small structural maintenance. No reimbursement from the Capital Improvement Fund may be made for such required maintenance and repairs; other than for City-approved major maintenance and capital improvements as outlined in Exhibit B. Should Concessionaire fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the City for the cost thereof, provided, however, that the City shall first give Concessionaire 30 days' written notice of its intention to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this

Agreement.

City reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that City may proceed expeditiously.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Premises. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

a. **Repair and Replacement by City.** City shall have the obligation to repair or replace to the extent the damage or destruction is caused, after the effective date of this Agreement, by the sole negligence of City.

b. **Repair and Replacement by Concessionaire.** Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

24. CONCESSIONAIRE'S SPECIFIC ONGOING "REGULAR MAINTENANCE"

In addition to the general maintenance required under Section 16 above, Concessionaire shall perform the following ongoing regular maintenance and repairs, improvements and programs in a prompt manner, without reimbursement from the Capital Improvement Fund (See "Exhibit B"):

- a. Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- b. Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- c. Establishing and maintaining feed, stall chips, and hay storage bins that

are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.

- d. Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- e. Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground shavings/chips, use of rodent bars, and maintaining the ground or flooring on a level basis.
- f. Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- g. Clean and maintain food managers daily.
- h. Replace burned out bulbs and repair light fixtures promptly as needed.
- i. Clean restroom at least twice a day or more often as needed.
- j. Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15th of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- k. Maintenance of all landscaping and trees, to include trimming and replacement when needed subject to City's tree ordinance Chapter 34 of the South Pasadena Municipal Code.
- l. Repair perimeter fencing as needed.
- m. Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the City's IPM coordinator.
- n. Check all fire hoses regularly and outside water source for fire engines.
- o. Monitor and repair plumbing as needed.
- p. Keep all arenas well sprinkled to minimize dust.
- q. Regular horse health checks (2-3x's/day).
- r. Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.
- s. Maintain storm drains in accordance with Regional Water Quality

Control Board guidelines.

- t Keep all pathways through barns compacted and sprinkled to minimize dust.

25. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS

At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by City as hereinafter provided in "Exhibit B", to construct alterations, additions and/or perform major maintenance or capital improvements to structures or fixed assets on the premises using the Capital Improvement Fund to pay for such expense. Whenever Concessionaire desires to perform major maintenance, as defined in "Exhibit B", construct alterations to structures or fixed assets, or add additional permanent amenities to the premises, it shall prepare specifications and working drawings and submit them to City for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises and the Park environment.

Upon expiration or termination of this Agreement, any alterations or additions to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the City, except that thirty (30) day prior to expiration or termination of this Agreement, Concessionaire shall ascertain from the City whether the City desires to have any such alterations removed from the Premises or have the Premises or any portion thereof restored to their condition as of the date of this Agreement. If City so desires, Concessionaire shall remove or restore same before the end of the term at no cost to the City.

26. TITLE TO IMPROVEMENTS

Concessionaire hereby acknowledges the title of City in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

27. INDEMNITY

Concessionaire hereby waives all claims and recourse against the City, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or sole willful misconduct of City, its officers, directors, agents, or employees.

The provisions of this paragraph shall survive the termination or expiration of this

Agreement.

Concessionaire shall indemnify, hold harmless, and defend the City, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, residence, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of City, its officers, directors, agents, or employees.

Concessionaire shall require a signed waiver and release, on a form approved by the City, from any guest, invitee or person utilizing services provided by Concessionaire including but not limited to, any training, individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center.

City shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. City shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify City of such fact, and at City's option shall either retain legal counsel of City's choice to represent City in such action at Concessionaire's sole expense or reimburse City for City's litigation costs, expenses and attorney's fees in undertaking to represent itself.

In the event a claim is made against both City and Concessionaire for joint and several liability, notwithstanding any apportionment of liability between City and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of City, its officers, directors, agents, or employees.

28. INSURANCE

Concessionaire shall carry during the term of this Concession Lease Agreement, at its own cost and expense, the following insurance:

a. **"All Risk"** property insurance of Concessionaire's property located at the Premises. City shall be named as "loss payee."

b. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

c. **Fire/Property Insurance** on all improvements and equipment on the Premise. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements on the Premise in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the City and the Concessionaire as same shall appear. Concessionaire and City agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that the City shall be the loss payee and such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement).

d. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non- owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.

e. **Worker's Compensation** as required by law and Employer's Liability with limits of \$1,000,000 per occurrence. The insurer will waive all rights of subrogation against City, its officials, directors, employees, agents and volunteers.

f. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and are subject to approval by City.

g. **Other Insurance Provisions:** The policy is to contain, or be endorsed to contain, the following provisions:

i. Concessionaire shall endorse City, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, directors, employees, agents or volunteers.

ii. Concessionaire's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or

self-insurance available to City, its officials, directors, employees, agents or volunteers.

- iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

h. All Coverages:

- i. Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.
- ii. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A- or better.
- iii. Concessionaire shall furnish City with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by City prior to execution of this License by City. City reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

29. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the City, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

30. WAIVER OF CONTRACT TERMS

No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of City to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.

No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the City of any default. No option, right, power, remedy, or privilege of City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the City by this Agreement shall be deemed cumulative.

31. NON-DISCRIMINATION

The Concessionaire, its contractors, instructors, and members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin. In the performance of this contract, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, , national origin, or any other class protected by law.

32. TAXES

Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save City harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

33. PAYMENT OF DEBTS - NO LIENS

Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.

34. ASSIGNMENT AND SUBLETTING

Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in

the License or in the Premises, except as expressly permitted by the City pursuant to Paragraph 15 (Facility Residence).

35. RIGHT OF ENTRY

Concessionaire agrees that City and its agents may enter upon the Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted City under the terms of this Agreement, or otherwise to protect any of the rights of City and there shall be no liability against City for damages thereby sustained by Concessionaire nor shall Concessionaire be entitled to any abatement or reduction of rental herein by reason of the exercise by City of any such right herein reserved.

36. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official or employee of City nor any business entity in which an official or employee of City is interested; (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to City. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Concessionaire, upon request of City, shall terminate such employment immediately. For breaches or violation of this paragraph, City shall have the right both to annul this contract without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

37. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR

It is expressly agreed that under the lease to operate the facility granted by this Agreement, Concessionaire shall be an independent contractor, and is not an agent or employee of City. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters, and shall be solely responsible for Concessionaire's own acts and those of subordinates and employees.

38. NOTICES

Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.

39. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default of this License by Concessionaire.

- a. The vacating or abandonment of the Premises by Concessionaire.
- b. The failure of Concessionaire to make any payment of concession lease fees, capital improvement fund fees, or any other payment required to be made by Concessionaire hereunder, 30 days written notice from City of non-payment.
- c. The failure of Concessionaire to submit the required monthly reports as listed in Section 3.D.i, , upon 30 days written notice from City of failure to submit required reports.
- d. The failure of Concessionaire to observe or perform all of the covenants, conditions or provisions of this lease to be observed or performed by Concessionaire, upon 30 days written notice from City to Concessionaire. If the nature of Concessionaire's default is such that more than thirty days are reasonably required for cure thereof, then Concessionaire shall not be in default if Concessionaire shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.
- e. The failure of Concessionaire to comply with any written order or directives relating to the Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.
- f. If any petition is filed by Concessionaire under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if Concessionaire becomes insolvent or makes a transfer in fraud of creditors; if Concessionaire makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of Concessionaire located at the Premises and the appointment is not vacated within ninety days.
- g. The discovery by City that Concessionaire has provided the City with false financial information.

40. REMEDIES

In the event of a material default by Concessionaire, City may:

- a. Terminate this Concession Lease Agreement in which case Concessionaire shall immediately surrender possession of the Premises

to City and remove any personal property not then granted to the City.

- b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may lease or rent the whole or any part of the Premises for the balance or any part of the term of this lease and retain any lease fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by City shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this lease on Concessionaire's part and Concessionaire shall pay any deficiency that may exist after deducting any lease fees received, if any.
- c. It is understood that the remedies herein provided for City in case of a violation of the terms of this lease by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies City shall have the right to use at its option.

41. HOLD OVER

Any holding over after the expiration of the term of this Concession Lease Agreement, with the consent of City, shall be construed to be a rental from month to month on the same terms and conditions specified herein so far as applicable. City may terminate any hold over occupancy thirty (30) days written notice to Concessionaire.

42. FORCE MAJEURE

Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred. A Force Majeure Event is defined as an act of God, such as, but not limited to fire, flood, earthquake, mudslide; an act of war; or acts or threats of terrorism, but does not include any such damage caused by either Party.

43. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

44. ATTORNEYS' FEES

Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

45. ADVICE OF COUNSEL

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

46. MISCELLANEOUS

Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.

47. ENTIRE AGREEMENT

This Standard Concessionaire Lease Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

CONCESSIONAIRE

CITY OF SOUTH PASADENA

By _____

By _____

David Sterckx, Managing General Partner

Richard D. Schneider, M.D., Mayor

Date: _____

Date: _____

EXHIBIT A
AERIAL MAP OF PREMISES

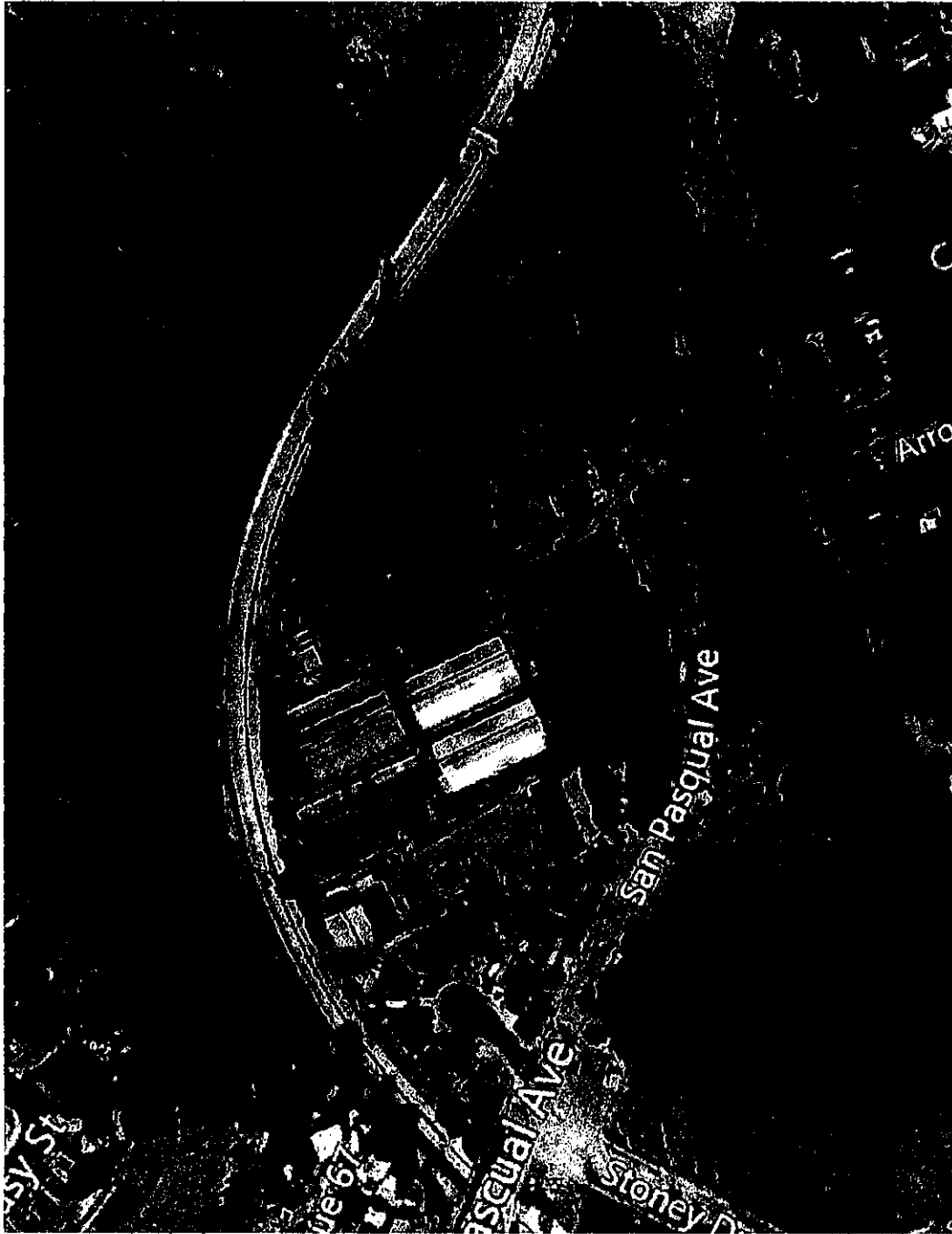


EXHIBIT B**DEFINITION OF "REGULAR MAINTENANCE", "MAJOR MAINTENANCE", AND "CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS"**

For purposes of determining what costs are eligible for reimbursement for the Capital Improvement Fund the following shall be the agreed definitions of what is "Regular Maintenance", "Major Maintenance", and "Capital Improvements to Structures and Fixed Assets". All regular maintenance costs are the responsibility of the Concessionaire and shall not be reimbursed from the Capital Improvement Fund. Major maintenance items may be considered by the City to be eligible for reimbursement from the Capital Improvement Fund if the City finds that the need for the "Major Maintenance" was not caused by neglect or failure of the Concessionaire to provide "Regular Maintenance", but rather from normal wear and tear, deterioration, natural disaster, or need to upgrade to meet new safety standards, and the cost is \$1,000 or more. All improvements in the "Capital Improvements to Structures and Fixed Assets" definition shall be eligible for reimbursement from the Capital Improvement Fund, as long as, the City gives its prior consent and approval for the improvement.

REGULAR MAINTENANCE

"Regular Maintenance" is defined as the costs necessary to maintain operations on the site in a safe and inviting condition and are those maintenance functions that are performed on a regular basis according to best practices in the industry. These functions include, but are not limited to, the following:

- Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground chips, use of rodent bars, and maintaining level of the ground.
- Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- Clean and maintain food and water managers as required.
- Replace burned out bulbs and repair light fixtures promptly as needed.

- Clean restroom at least twice a day or more often as needed.
- Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15th of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- Maintenance of all landscaping and trees, to include trimming and replacement when needed. In compliance with Chapter 34, South Pasadena Municipal Code - the City's tree ordinance.
- Repair perimeter fencing as needed.
- Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the City's IPM coordinator.
- Check all fire hoses regularly and outside water source for fire engines.
- Monitor and repair plumbing as needed.
- Keep all arenas well sprinkled to minimize dust.
- Regular horse health checks (2-3x's/day).
- Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.
- Maintain storm drains in accordance with Regional Water Quality Control Board guidelines.
- Keep all pathways through barns compacted and sprinkled to minimize dust.
- Use of all electric leaf blowers, weed whacker, trimmer, edger, hedger and mowers with the exception of tractors.

MAJOR MAINTENANCE

"Major Maintenance" is defined as the costs necessary to perform tasks above and beyond those of the "Regular Maintenance" required tasks to ensure safe operations on the site and meet the boarding or programming demand for the facility. These tasks are those major repairs or replacements that are needed to be performed on a periodic basis due to deterioration, obsolescence, safety reasons, or changes in City, County, or State codes. "Major Maintenance" tasks must cost a minimum of \$1,000, be preapproved by the City, and be made to structures or fixed assets on the premises. "Major Maintenance" items may include, but are not limited to, the following:

- Roof repair
- Arena, turnout, and paddock piping replacement
- Manure and Feed Storage Bin replacement

- Storm damage repair
- Grading and water collection structures required by code
- Barn remodel
- Residence remodel
- Parking lot resurfacing and restriping
- Arena lighting replacement
- Security lighting repair or replacement
- Shade structure replacement
- Major tree replacement
- Perimeter fence replacement
- Repair or replacement of concrete slabs
- Major utility upgrades

CAPITAL IMPROVEMENTS TO STRUCTURES OR FIXED ASSETS

Capital improvements to structures or fixed assets is defined as alterations, additions, or replacement of the permanent amenities fixed to the premises.

The following categories of capital improvements may receive reimbursement from the Capital Improvement Fund with City's prior consent:

1. Alteration or expansion of existing arenas or adding additional arenas
2. Adding additional barn or paddock space on the premises.
3. Complete replacement and installation of automatic horse watering equipment and new feeding devices.
4. Upgrading or additional boarder convenience facilities.
5. Construction of new facilities on the premises approved by the City.
6. New or additional fire protection system.
7. New or additional Arena lighting.
8. Security Lighting and Video Surveillance
9. Parking Lot expansion
10. Access and Right-of-Way Improvements

Additional major maintenance categories or capital improvement to structures or fixed assets categories, may be recommended by Concessionaire or the City and established only upon City's written authorization in City's sole discretion.

All new acquired fixed assets that will become property of the City must be placed on an inventory list and a City identification number affixed, if possible. This will be the responsibility of the City.

Major Maintenance and Capital improvements to the historical house, shed, and barn shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H. Concessionaire shall provide City with a monthly Capital Improvement Status Report detailing Major Maintenance and/or Capital Improvements worked on during the month and status of completion timeline.

EXHIBIT C BOARDER AGREEMENT

**SAN
PASCUAL
STABLES**



221 San Pascual Avenue
South Pasadena, CA 91030
(323) 258-3999

BOARDING AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____, made between SAN PASCUAL STABLES, a partnership of the State of California, with its principal office located at 6242 Napo: Court, Long Beach, California 90801-1620, hereinafter referred to as the "STABLE;" and _____, hereinafter referred to as the "OWNER," telephone number _____, hereinafter referred to as the "OWNER."

1. **Fees, Term & Location:**
In consideration of \$_____ per horse per month, paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) at STABLE located at 221 San Pascual Avenue, South Pasadena, California. In stall/paddock number _____, commencing on _____, 20____, on a month-to-month basis. Fees are considered past due on the seventh day of the month and will be subject to a five (5) percent late fee.
All boarding rates charged by STABLE may be changed upon giving thirty (30) days notice to OWNER.
2. **Description of Horse(s):**
Name of Horse(s) _____
Color _____ Height _____ Markings _____ Sex _____
3. **Feed and Facilities:**
STABLE agrees to provide adequate feed and facilities for normal and reasonable care required to maintain in health and well-being of the animal.
4. **Exercise:**
OWNER shall be solely responsible for the exercise of the animal(s) and it is expressly understood by OWNER that the horse(s) will not be exercised.
5. **Risk of Loss:**
During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE'S premises.
OWNER fully understands that STABLE does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes for which the horse(s) are covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) reside in the possession on the premises of the STABLE, are to be borne by OWNER.
6. **Hold Harmless:**
OWNER agrees to hold STABLE, its officers, Agents and employees, and the City of South Pasadena free and harmless of any and all claims, demands, actions and costs or expenses in connection therewith, that may arise out of the services or use of STABLE'S facility. OWNER expressly waives any and all claims for compensation and releases and discharges STABLE, its officers, Agents and employees, and the City of South Pasadena from any and all demands, actions and causes of action arising from any and all loss or damage sustained by any person or persons who assert that said loss or damage was the direct or indirect result of any act or acts by the animal herein named.
7. **Emergency Care:**
STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse(s) but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary and blacksmith care required for the health and well-being of said horse(s). All costs for such care secured shall be paid by OWNER, and STABLE is authorized, as OWNER'S agent, to arrange direct billing to the OWNER.
8. **Shoing, Worming & Vaccinations:**
OWNER agrees to provide the necessary shoing and worming of the horse(s), and such expense for the same shall be the obligation of OWNER. STABLE requires that all incoming horse(s) be currently vaccinated and OWNER agrees to provide vaccinations for the horse(s) at appropriate time intervals and expense for same shall be the obligation of OWNER.
9. **Rules and Regulations:**
OWNER agrees to abide by all Rules and Regulations established by STABLE for the proper management and safety of STABLE, its boarders and users. These rules and regulations, which are posted and set forth on the reverse side of this agreement, are subject to change without notice and are made a part of this agreement by reference. Violation of established Rules and Regulations may be grounds for termination of this Agreement by STABLE giving OWNER thirty (30) days written notice.
10. **Restraint of Horses:**
No stallions of any age or pregnant or lactating mares with foal will be permitted to be boarded.
11. **Default:**
Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.
12. **Assignment:**
This Agreement cannot be assigned by OWNER without the express written consent of STABLE.
13. **Notice of Termination:**
OWNER and STABLE agree that thirty (30) days written notice shall be given to the other party when terminating this Agreement.
14. **Right of Lien:**
OWNER is put on notice that STABLE has a right of lien, as set forth in the law of the State of California for the amount due for board and keep of such horse(s) described herein and also for such storage, and shall have the right to enforce its lien under the California State's Lien Law (California Civil Code, sections 3333 - 3333.2).
15. **General Release:**
I, we, hereby agree to assume full responsibility and risk from the use of the facilities at SAN PASCUAL STABLES, and further agree to hold SAN PASCUAL STABLES, the Corbett Partnership, agents, employees, instructors, trainers free from any and all damages or liability of any kind, for injury to person or property arising as a result of use of the facilities at SAN PASCUAL STABLES. Initials (_____)

This AGREEMENT is subject to the laws of the State of California

Executed at _____ this _____ day of _____, 20____

<p>"STABLE"</p> <p>By: _____</p> <p>(Name, Title or Office)</p> <p>Street No. _____</p> <p>City/State/Zip _____</p> <p>Signature _____</p> <p>Operated by the Corbett Partnership</p>	<p>"OWNER"</p> <p>By: _____</p> <p>(Name, Title or Office)</p> <p>Residence Address City/State/Zip Code _____</p> <p>Living Address City/State/Zip Code _____</p> <p>Signature _____</p> <p>Signature of person operating this Owner's horse(s)</p> <p>Street No. _____</p>
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EXHIBIT D

STABLE OPERATIONS FACILITY MAINTENANCE GUIDELINES

Concessionaire will place a high priority on keeping its structures and public facilities well maintained and available to serve its customers and visitors.

Concessionaire will also view the stable infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service.

Subject to the provisions in "Exhibit B", Concessionaire shall maintain the premises according to the following standard guidelines:

BARN BUILDING/STRUCTURES GENERAL GUIDELINES

1. Siding is not cracked, broken, loose, rotted or missing sections.
2. Siding or other wood is not in direct contact with soil and no vines or plant material will be allowed to grow near thus discouraging rot, loosening damage, and infestation by insects.
3. Stucco and masonry walls are free of chips, cracks, and efflorescence.
4. Paint does not exhibit signs of peeling, flaking, or blistering.

ROOF GUIDELINES

1. Surface is free from debris and overhanging tree branches and will remain structurally sound with no sagging beams or decks.
2. Decking is free of water intrusion, especially around roof vents and skylights.
3. Eaves are kept straight and rafter tails free of rot.
4. Roof is free from displacement, warping and moss.
5. Deteriorating or curling composition shingles will be replaced as well as loose, damaged, or missing wood shingles.
6. Flat surfaces are free of ponding, blistering or splitting.
7. Flashings are kept fastened, caulked and free of corrosion.
8. Gutters and downspouts are kept fastened and free of debris and corrosion.

FOUNDATION GUIDELINES

1. Structurally sound with no excessive cracking or bowing.
2. Walls are free of termite shelter tubes.
3. Sill plates are anchored to foundation for earthquake safety and are free of rot or insect infestation.
4. Area is clear of debris that would attract wood-destroying insects and pathogens.
5. Foundation is free of differential settlement or displacement.
6. Concrete pads are level, well drained and free of excessive cracks.

7. Crawl space entrances are operable and screened.
8. Foundation is adequately vented for proper air circulation.

FRAMING GUIDELINES

1. Wood is plumb and free of termites, insect damage and rot.
2. Steel beams and columns are free of rust and corrosion.
3. Joists and girders are free of rot, deterioration and sagging.

DESIGN COLOR CONTROL GUIDELINES

1. Color control of all structures should be consistent with the original design concept.
2. The colors applied in the construction of new facilities, and in their maintenance thereafter, are approved by the City.
3. Buildings and structures should use only City-approved standard colors.

BUILDING INTERIORS GENERAL GUIDELINES

1. Free of damage attributable to accumulated moisture.
2. Clean and free of evidence of vandalism, unnecessary markings, excessive dirt, etc.

WALLS AND WALL COVERINGS GUIDELINES

1. Clean, dry and free from moisture damage.
2. Free from graffiti or markings and paint is free of cracking or peeling.

DOOR AND WINDOW GUIDELINES

1. Hung correctly and operable.
2. Equipped with necessary locking devices for security.
3. Caulked and free film cracks, chips, or missing sections.

FLOOR GUIDELINES

1. Structurally sound with no signs of displacement or sagging.
2. Free from surface deterioration, excessive wear or safety hazards.

FURNISHING GUIDELINES

1. Safe, serviceable, and usable.
2. Clean and compatible and appropriate to their surroundings.

ELECTRICAL SYSTEM GUIDELINES

SYSTEM	GUIDELINES
Wiring	<ol style="list-style-type: none">1. Electrical code compliant, insulation not frayed or damaged, and no open splices.2. Panel box has ample service, correctly sized fuses, or circuit breakers, and is properly grounded.3. Panels are accessible, obstruction free, and properly labeled.
Fixtures, Lamps, and Appliances	<ol style="list-style-type: none">1. Contain the proper size elements (wattage) and operate properly.2. Fixtures are appropriate for use and secure.
Outlets	<ol style="list-style-type: none">1. Not overloaded for rated carrying capacity.2. Have cover plates.3. Outlets in bathroom areas or areas directly adjacent to sinks should have ground-fault circuit protection.
Motors and Electrical Equipment	<ol style="list-style-type: none">1. Clean and operating within designed temperature and pressure settings.

PLUMBING SYSTEM GUIDELINES

Licensee shall promptly notify director of Community Services of emergencies and work requests.

1. Piping free from corrosion and leaks.
2. Fixtures functioning correctly and free from leaks.
3. Porcelain/ enamel fixture surfaces smoothed and free from chipping.
4. Drain, waste, and vents have tight fittings and free from odors.
5. Clean outs accessible with locations mapped.
6. Water heaters strapped, wrapped, and free of leaks, including pressure relief valves.

HVAC SYSTEM GUIDELINES

Maintained by Licensee.

1. Components inspected annually.
2. Filters changed at least annually.
3. No signs of leakage through ducts, vents, or roof penetrations.
4. Thermostats set for maximum energy efficiency and fully operational.

EXHIBIT E
SAN PASCUL STABLES
MANURE MANAGEMENT PLAN

To comply with State and Federal water quality standards that protect streams and ground water, insure a clean stable operation, control odor, prevent insect and rodent infestation, store and dispose of horse manure in an enclosed covered storage facility so that not more than 80 cubic yards of manure remains on the property at any time, SPS LLC adheres to the following manure Management Plan.

A. Procedure for Cleaning Stalls and Pipe Corrals and Removing Manure

Describe procedures for cleaning stalls and corrals and how manure is handled:

Stalls and pipe corrals are cleaned twice daily. First cleaning in the morning: wet spots and manure are removed and replaced with a mix of white and brown shavings. The second cleaning in the afternoon removes all manure again. Manure is handled by a trained team of staff who take appropriate sanitary precautions by wearing face masks and gloves. It is transported via wheelbarrow to our manure storage unit.

B. Procedure for Manure Storage and Disposal

Provide diagram or photo of manure storage facility with dimensions and capacity. Provide disposal schedule. Describe procedures for insect and rodent control.

Next to the manure pile, we have the two mobile enclosed storage units that we transport the manure into before removing it from the property altogether. Our entire manure pile is removed twice weekly (typically Monday and Thursday, removal company: Earthworks) to ensure cleanliness and prevent rodent or insect issues. Dimensions of the manure pile are as follows: height: 5ft; length 12ft; width 20ft.

We remove 80 cubic yards of manure twice weekly to remain in accordance with state and federal water quality standards.

In regards to rodents, we use two main types of rodent control systems to prevent infestation: ultrasonic repellants (a fairly new technology that uses sound waves to repel

rodents, making it completely non-toxic and silent to humans and livestock ;) and non-toxic rodent traps, which are maintained daily.

In regards to insects, the entire property is sprayed daily with the insect repellent Permethrin (brand: FarmGard) which is also completely nontoxic to humans and livestock.

C. Procedure for Preventing Waste Run Off into Arroyo Seco

Provide a site diagram that shows all facilities and amenities with arrows indicating natural water flow and prevailing wind direction on site. Describe procedures for controlling water runoff and how you will prevent drainage into the Arroyo Seco and how you prevent ground water intrusion.

As stated in Answer B, our entire manure pile is removed twice weekly (typically Monday and Thursday) by Earthworks to ensure cleanliness and prevent rodent or insect issues. In addition, this frequent removal of the pile prevents runoff and ground water intrusion. After being transported to the manure location, it is moved into two removable storage units. We strive to keep a manure pile on the ground for as little time as possible. In addition, the manure pile is blocked on three sides from the adjunct Arroyo Seco land by concrete walls, which work to prevent any draining/leaking/runoff. Finally, the slight incline of the land from the manure pile creates a natural water flow into barn property, toward our wash stalls, which have appropriate drainage. A map of the facility indicating where the manure pile lies, where the storage units are, and where the incline directs water flow, is attached. The new concrete bins will have a slight incline to contain the waste into the bins.

D. Procedure for Odor Control

Describe procedure for controlling odors and preventing impacts on surrounding neighborhoods.

The manure is removed from SPS twice a week. Surrounding area is cleaned daily. Using this system, we have no odor issues. This procedure will be maintain.

E. Inspection Procedures

Describe inspection schedule and who is responsible for ensuring compliance to the Manure Management Plan.

Our Barn Manager Jette Davis onsite daily and our foreman, who lives onsite, both inspect manure cleaning and disposal daily. They are responsible for its maintenance and promptly addressing any issues that arise regarding manure management. In addition, General manager David Sterckx will supervise on a regular basis the manure plan.

EXHIBIT F

Senate Bill 5164

- (1) A county or city or city and county or special City shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special City operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).
- (2) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.
- (3) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.
- (4) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.
- (5) To give effect to this section, a county or city or special city shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special City shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(6) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

EXHIBIT G

CERTIFICATION OF NO CONFLICT OF INTEREST

The City shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the City Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the City or of public agencies for which the City Council is the governing body;
2. Profit-making firms or businesses in which employees described in number one serve as officers, principles , partners , or major shareholders ;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principles, partners, or major shareholders.

Contracts submitted to the City Council for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

David Sterckx, Managing General Partner

Date

**EXHIBIT H
PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION**

San Pascual Stables, LLC

Business Address

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. Check One Yes No
2. The Proposer periodically conducts a self-analysis or utilization analysis of its work force. Check One Yes No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. Check One Yes No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action, which includes the establishment of goals and timetables. Check One Yes No

Signature _____ Date _____

EXHIBIT I

EMERGENCY CONTACT INFORMATION

- **SITE MANAGER NAME:** David Sterckx **PHONE** (310) 666-1060
EMAIL: davidsterckx@hotmail .com
- **BARN MANAGER NAME:** Jette Davis **PHONE** (626) 840-1502
EMAIL: jettebanke@yahoo. com
- **SECURITY NAME:** Marcelino Chareo **PHONE** (626) 703-0119
EMAIL: mchareo@gmail.com
- **ACCOUNTANT NAME:** Kathleen Urquidez, **PHONE** (562) 216-1561
CPA
EMAIL: kurquidez@us-cpas. com
- **INSURANCE NAME:** American Equine Insur**PHONE** (714) 447-9191
Through Agent: Cheval Insurance Services
EMAIL: info@chevalinsurance. com

EXHIBIT J

MONTHLY GROSS REVENUE REPORT

Report Date: _____

Reporting Period: _____

Gross Income from Boarding Operations

Total Monthly stall/paddock rent income: \$ _____

Number of stalls/paddocks rented at full charge: _____

Number of stalls/paddocks used for owners/trainer's horses: _____

Number of vacant stalls/paddocks: _____

Number of stalls/paddocks rented below full charge: _____

Gross rental Income from Historic Residence and Shed

Total monthly rent from home: \$ _____

Total monthly rent from storage shed: \$ _____

Gross income from events

Total gross income from show events \$ _____

Total gross income from Birthday parties \$ _____

Total gross income from Weddings/Special events: \$ _____

Total gross income from filming onsite: \$ _____

Total gross income from sales onsite (food, feed, and merchandize) \$ _____

Gross Income from Services

Total gross income from additional horse care services: \$ _____

Total gross income from riding academy classes: \$ _____

Total gross income from riding camps: \$ _____

Total gross income from training/instruction fees: \$ _____

Total gross income from temporary boarding or trailer storage: \$ _____

Total gross income from providing trail rides/guides: \$ _____

Total gross income from other services \$ _____

TOTAL GROSS INCOME FOR REPORTING PERIOD \$ _____

TOTAL LEASE PAYMENT (6%) FOR REPORTING PERIOD: \$ _____

TOTAL CAPITAL IMPROVEMENT FUND (2%) PAYMENT \$ _____

This form, along with payment, must be submitted to:

**City of South Pasadena
Attn: Finance Department
1414 Mission Street, South Pasadena, CA 91030**

With a copy to the Director of Community Services no later than the 20th day of the month after the reporting month.

EXHIBIT K

San Pascual Stables Concession Evaluation

Date: _____

For Period From _____ To _____

The purpose of this evaluation is to track progress and performance in meeting the terms and conditions required in the San Pascual Stables Lease Agreement. Bi-Annual evaluations will be forwarded to City Council during each term of the agreement to provide City Council with information and data necessary to determine if concessionaire is in compliance with the terms and conditions of the agreement. If the evaluation discovers the concessionaire is not in compliance, a notice to correct will be issued by the City, which could lead to default and termination if not corrected within the time frame contained in the lease agreement.

Concession Lease Fee

Concessionaire has provided completed gross revenue forms monthly and has made percentage lease payments on time during evaluation period.

____ Every month ____ Late one month ____ Late more than one month

Comments or remedies needed: _____

Capital Improvement Fund Fee

Concessionaire has provided completed gross revenue forms monthly and has made percentage payments for the Capital Improvement Fund on time during evaluation period.

____ Every month ____ Late one month ____ Late more than one month

Comments or remedies needed: _____

Gross Receipts

Gross revenue forms were accurate and complete.

Every month Occasionally inaccurate Always inaccurate

Comments or remedies needed: _____

Capital Improvements

Concessionaire has followed procedures in the lease agreement for approval and implementation of capital improvements to the property.

Exactly With few exceptions Has not completed capital improvements

Comments or remedies needed: _____

Records and Inspection

Concessionaire has kept true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account and has provided access to City for inspection.

Yes There were discrepancies Did not provide access

Comments or remedies needed: _____

Boarder Agreement

Concessionaire followed procedures outlined in the lease terms and conditions for boarders and no boarder complaints went unresolved.

Yes City received some unresolved complaints and had to follow up

Comments or remedies needed: _____

Special Events and Emergencies

The Concessionaire cooperated with City during special events or other unanticipated eventualities and followed procedures outlined in the terms and conditions of the lease agreement.

Every time Most of the time Never

Comments or remedies needed: _____

Use of Premises

Concessionaire used the Premises to operate, manage and maintain the service operations for the public described in the terms and conditions of the lease agreement and for no other unauthorized purposes.

Yes With few exceptions There were many unauthorized uses

Comments or remedies needed: _____

Facility Maintenance

Concessionaire performed all regular maintenance, upkeep and operational obligations for the property to City standards as outlined in the Park Operations Facility Maintenance Guidelines of the lease agreement at no cost to the City.

Yes Did not meet City standards City received complaints

Comments or remedies needed: _____

Manure Management Plan

Concessionaire followed the procedures for the Manure Management Plan and allowed no more than 80 cubic yards of manure on the property at any time, kept manure bin clean and covered, and met the regulations for drainage on the property.

Yes Most of the time Did not follow Manure Management Plan

Comments or remedies needed: _____

Staffing and Personnel

Concessionaire provided quality personnel for the operation of the stables per the terms and conditions outlined in the lease agreement.

Had full staffing Some staffing issues Unable to meet requirements

Comments or remedies needed: _____

Maintenance Equipment

Concessionaire provided the maintenance equipment necessary to properly maintain the facility in a clean, safe, operating condition.

Yes Some of the equipment Poor maintenance on all equipment

Comments or remedies needed: _____

Protection of Park Property and Public Safety

Concessionaire met terms and conditions outlined in the lease agreement with regards to protection of park property, public safety, site security, and public access.

Yes Some discrepancies Failed to provide security, access or safety

Comments or remedies needed: _____

Business Licenses and Permits

Concessionaire maintained all required licenses, permits or certificates required by Federal, State, County, and City authorities.

Complied completely Missing some required permits Has no permits

Comments or remedies needed: _____

Programs and Activities

Concessionaire met City goals of providing a diverse selection of equestrian opportunities to the community and was cooperative and communicated with the City.

___ Completely ___ Somewhat ___ Not at all

Comments or remedies needed: _____

Completed by: _____

Title: _____

Delivered to Concessionaire on: (Insert Date) _____

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018
TO: Honorable Mayor and City Council
VIA: Stephanie DeWolfe, City Manager
FROM: Rafael O. Casillas, P.E. Acting Public Works Director
Kristine Courdy, P.E., Acting Deputy Public Works Director
SUBJECT: **Award of a Multi-Year Contract to West Coast Arborists, Inc. for Urban Forestry Services in an Amount not-to-exceed \$375,000**

Recommendation Action

It is recommended that the City Council award a multi-year contract to West Coast Arborists, Inc. (WCA) for Urban Forestry Services and authorize the City Manager to execute the attached Services Agreement in an amount not-to-exceed \$375,000.

Executive Summary

The cost of labor for the Urban Forestry Services has increased by forty-five (45) percent due to increased tree maintenance labor classification prevailing wage established by the Department of Industrial Relations (DIR). There is sufficient funding in the 2017-18 Fiscal Year (FY) Budget to complete the planned tree trimming, removals and planting for the current year. At this time, additional funds are not required for the remaining four months of the 2017-18 FY. Upon execution of the Services Agreement, WCA will continue to perform the essential services for the remaining 2017-18 FY at the new rates (Attachment 1). In order to compensate for increase wage determination set by DIR, the Urban Forestry Services provided to the City will decrease proportionately unless additional funds are allocated in future budgets.

Commission Review and Recommendation

On March 22, 2016, WCA made a presentation to the Natural Resources and Environmental Commission (NREC) regarding the DIR prevailing wage determination for tree maintenance labor classification. The NREC recommended that the City Council commission a study of the Lighting and Landscape Maintenance District to increase the assessment to cover the upcoming cost increases.

Community Outreach

The Public Works Department conducts ongoing community outreach as part of the Urban Forestry Services to residents via letters and notices regarding tree planting, trimming, removals, and urban forestry services being performed throughout South Pasadena. For tree trimming and removals services, notices are posted in the neighborhood to inform residents about the scheduled services. For tree planting locations, letters are distributed to the adjacent properties where trees are proposed.

COMMUNITY OUTREACH

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Discussion/Analysis

The City of South Pasadena (City) utilizes an outside contractor to maintain its urban forest. Services include tree trimming, service requests, removals, emergency response, inspections, tree planting, plant health care and consulting arborist services. WCA has been providing Urban Forestry Services to the City since 1999. The original contract was awarded on May 24, 1999; subsequent a multi-year contract was then approved by the City Council on January 21, 2009. The 2009 contract included fixed pricing for five years and a clause that annual Consumer Price Index (CPI) adjustments were allowed following the fifth year. During this period, WCA absorbed the CPI costs with no added costs to the City.

The 2009 contract includes rates for each of the Urban Forestry Services and the City schedules the services as required or as the budget permits. Currently, most of the trees within South Pasadena are on a four-year trimming cycle; however, some trees are maintained more frequently depending on tree species and location. The contract also requires the contractor to respond to tree related emergencies such as downed trees or limbs. This work is done at the rates listed in the contract.

On June 1, 2015, WCA agreed to enter into a Collective Bargaining Agreement (CBA) with their Labor Union. Subsequently, on August 22, 2015, a new prevailing wage determination was issued by the DIR. The new rates stemmed from the CBA with WCA Labor Union. Starting June 1, 2016, WCA was obligated to provide compensation based on the pre-determined prevailing wages established by the DIR, which were beyond the CPI increases included in the 2009 contract. WCA approached staff about a cost increase to cover the new DIR established prevailing wage. Staff worked with WCA to maintain the existing contract rates for an additional year while an RFP was prepared and distributed.

In October 2017, the City's Request for Proposal (RFP) for Urban Forestry Services was completed. In compliance with the purchasing policy under South Pasadena Municipal Code Section 2.99-29, a notice inviting proposals was published in the South Pasadena Review and on the City's website. In addition, the Request for Proposal (RFP) was sent to ten (10) urban forestry contractors with experience in municipal tree maintenance.

On November 14, 2017 the City Clerk's Office received one proposal from a contractor, WCA, to provide urban forestry maintenance services for the City. The rates in the proposal were higher than the existing contract rates. One of the main reasons for the cost increase is the tree maintenance prevailing wage rates established by the DIR. Staff met with WCA to review their proposal and they provided a best/final offer for the contract rates.

A summary of the existing rates, proposal rates, and best/final rates are included as Attachment 1. The best/final rates proposed in the contract are approximately 45% higher than the existing contract rates. As the budget for tree services is fixed, based on the new contract rates, staff will be updating the tree trimming cycle to five-years for most of the City's trees. Trees on arterial streets or species that require more regular trimming will be trimmed more frequently.

WCA's State Contractor's license is valid and in good standing. WCA offers an electronic tree inventory management software, ArborAccess, that allows City's to effectively manage the urban forest maintenance. This program allows staff to respond timely to resident requests, prepare service orders and provide tree maintenance history for tree-related claims. WCA also has a very extensive list of neighboring municipalities to whom they provide similar services, including the Cities of Alhambra, Agoura Hills, Arcadia, Burbank, Culver City, Glendale, and West Hollywood, and among others. Staff has compared the proposed rates to other City contracts and they are just and reasonable. The proposed contract term is through June 30, 2021, with an optional two-year extension that allows for CPI adjustments following the third year.

Alternatives Considered

1. If the City Council is not satisfied with the proposed urban forestry rates, they can direct staff to re-solicit proposals for the urban forestry services. A one-year interim contract in the amount not to exceed \$375,000 should be awarded to WCA so that the backlog of tree trimming, service requests, plantings and removals throughout the City can be completed. If a one-year contract is not issued while additional proposals are being solicited, then urban forestry maintenance will continue to defer.
2. If the City Council would like to consider allocation of additional funds for Urban Forestry Services it should be evaluated during the FY 2018-19 Budget preparation. There is only four months remaining in the FY 2017-18 to perform one year of tree trimming, removals and tree planting. Therefore, the FY 2017-18 funding is sufficient funds to complete the required work.

Next Steps

1. In FY 2016-17 approximately \$360,000 was spent on Urban Forestry Services performed by WCA. The expenditures vary each year depending on emergency responses, tree removals, service requests and tree plantings required. If the City Council would like to consider allocation of additional funds for Urban Forestry Services it should be evaluated during the FY 2018-19 Budget preparation. Sufficient funds are available to perform the urban forestry maintenance for the FY 2017-18.
2. Once the FY 2018-19 Budget is approved a contract amendment will be prepared for the FY 2018-19 Urban Forestry Services. Contract amendments will be prepared each FY in alignment with the City approved budget.

Background

South Pasadena has a mature urban forest that consists of 10,029 street and median trees, 468 trees in City Parks, and 113 trees at the City Water Reservoirs. The City has been an Arbor Day Foundation Tree City USA for over 18 years. It is prudent for Cities to establish maintenance plans to properly maintain their urban forest. In addition, trees should be planted regularly to replenish the existing 822 vacant tree wells and replace aging trees.

On November 16, 2016, the City Council adopted Resolution No. 7489, declaring the intention for the formation of the Landscape and Lighting Maintenance District (LLMD) No. 2016- 1 to replace

the Existing District. One of the primary goals was to create a self-sustaining district to generate sufficient revenue to cover the increase in tree maintenance costs. On January 18, 2017, the City Council conducted a Public Hearing to tabulate the ballots received from City residents. On February 1, 2017, the City Council adopted Resolution No. 7502 declaring the results of the final ballot tabulation for the LLMD No. 2016-1 and to confirm a majority protest. Due to the majority protest, the City Council could not establish LLMD No. 2016-1 to collect the additional revenue. However, the City can continue to collect the revenue (approximately \$900,000 per year) under the Existing District established prior to approval of Proposition 218.

The Public Works Department conducts ongoing community outreach as part of the Urban Forestry Services to residents via letters and notices regarding tree planting, trimming, removals and urban forestry services being performed throughout South Pasadena. Tree planting letters are distributed to properties adjacent to where trees are proposed to be planted. The letter provides a recommended tree selection from the City Parks Supervisor that takes into consideration the neighborhood tree palette, parkway size, overhead utility lines and climate appropriate native tree species. If the resident would like to select a different tree species, they can contact the City Parks Supervisor to recommend an alternate tree species that is appropriate for the space. Upon new tree plantings, information flyers are distributed to the adjacent homeowners describing proper watering instructions and tree information.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total FY 2017-18 funding for Urban Forestry Maintenance Services is \$475,500. The funding is included in the following accounts: Park Maintenance Contract Services Account Number 101-6410-8180, Street Tree Maintenance Contract Services Account Number 215-6310-8180 and Street Tree Maintenance Removal and Replacement Tree Program Account Number 215-6310-9181. To date, funding has been spent for emergency response, service requests, arborist inspections and emergency tree removals. It is being proposed that the maximum contract amount will not exceed \$375,000 for the FY 2017-18.

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. Rate Comparison
2. Urban Forestry Services Agreement

ATTACHMENT 1
Rate Comparison

Item	Description	Unit	Existing Rate	Proposal Rate	Best/Final Rate
1	Grid Tree Pruning	Each	\$ 55.00	\$ 88.00	\$ 80.00
2	Service Request Tree Pruning 0"-6"	Each	\$ 100.00	\$ 68.00	\$ 60.00
3	Service Request Tree Pruning 7"-12"	Each	\$ 100.00	\$ 128.00	\$ 120.00
4	Service Request Tree Pruning 13"-18"	Each	\$ 100.00	\$ 188.00	\$ 180.00
5	Service Request Tree Pruning 19"-24"	Each	\$ 100.00	\$ 268.00	\$ 260.00
6	Service Request Tree Pruning 25"-30"	Each	\$ 100.00	\$ 348.00	\$ 320.00
7	Service Request Tree Pruning Over 31"	Each	\$ 100.00	\$ 428.00	\$ 400.00
8	Washingtonia Palm Trimming	Each	\$ 55.00	\$ 88.00	\$ 80.00
9	Canary Island Date Palm Trimming	Each	\$ 155.00	\$ 188.00	\$ 180.00
10	Tree Removal and Stump Grinding	Dia. Inch	\$ 19.00	\$ 35.00	\$ 34.00
11	Stump Only Removal	Dia. Inch	\$ 9.00	\$ 11.00	\$ 11.00
12	Tree Only Removal	Dia. Inch	\$ 16.00	\$ 24.00	\$ 24.00
13	Root Pruning	LF	\$ 8.00	\$ 16.00	\$ 16.00
14	Scheduled Crew Rental	3-Man Hour	\$ 165.00	\$ 225.00	\$ 210.00
15	Emergency Crew Rental	3-Man Hour	\$ 270.00	\$ 300.00	\$ 300.00
16	Plant 15-Gallon Tree w/ Root Barrier	Each	\$ 125.00	\$ 145.00	\$ 145.00
17	Plant 15-Gallon Tree	Each	\$ 95.00	\$ 120.00	\$ 120.00
18	Plant 24" Box Tree w/ Root Barrier	Each	\$ 225.00	\$ 345.00	\$ 335.00
19	Plant 24" Box Tree	Each	\$ 195.00	\$ 325.00	\$ 305.00
20	Plant 36" Box Tree w/ Root Barrier	Each	\$ 950.00	\$ 900.00	\$ 800.00
21	Tree Watering with Water Truck	Per Hour	\$ 50.00	\$ 75.00	\$ 70.00
22	Consulting Arborist Services	Hour	\$ 55.00	\$ 150.00	\$ 120.00
23	Tree Inventory Using GIS	Hour	-	\$ 3.00	\$ 3.00
24	Crane	Per Hour	\$ 90.00	\$ 195.00	\$ 180.00
25	95-ft Aerial Tower	Per Hour	\$ 90.00	\$ 195.00	\$ 180.00

ATTACHMENT 2
Urban Forestry Services Agreement

**MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages**

(City of South Pasadena / West Coast Arborists Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and West Coast Arborists Inc. (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: Urban forestry services for the City of South Pasadena trees including tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services.
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such maintenance services as are set forth in the Special Provisions attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Kristine Courdy, Public Works Operations Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is three hundred and seventy five thousand Dollars (\$375,000.00). Breakdown of the cost of

each item is included in the Payment for Services attached hereto as "Exhibit B" and incorporated herein by this reference.

- 3.4. "Payment for Services": City shall pay for the services performed by the Contractor pursuant to the terms of this Agreement. The compensation is set forth in the "Payment for Services" attached hereto as "Exhibit B" and incorporated herein by this reference.
- 3.5. "Commencement Date": February 21, 2018.
- 3.6. "Termination Date": June 30, 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 unless extended by written agreement of the parties or terminated earlier under Section 15 ("Termination") below. The contract may be extended for an additional two years under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in Section 15 herein. If the City desires to exercise the two year renewal option, the City shall notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in "Exhibit B" for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside standard Metropolitan Statistical Area ("Index") for March of the term then expiring from the Index for March one year prior thereto.

5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.
- 5.2. **Performance to Satisfaction of City:** Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Contractor agrees that the services rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the

work will be done by the Agreement Administrator of their designee. If the quality of the work is not satisfactory, the City in its sole discretion has the right to:

- Meet with the Contractor to review the quality of the work and resolve the matter of concern;
- Require the Contractor to repeat the work at no additional fee until satisfactory; and/or
- Terminate the Agreement as hereinafter set forth.

5.3. Coordination with City. In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.4. Budgetary Notification. Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.5. Business License. Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

5.6. Professional Standards. Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.7. Appropriate Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Herminio Padilla shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.8. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

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

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. **General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in

all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted

from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code Section 1811 and Labor Code Section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code Section 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code Section 1810 and Labor Code Section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work

more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Insurance Required. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Urban Forestry 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

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

12.7. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.8. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed

operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

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

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

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

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

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City:

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

If to Contractor:

Victor Gonzales
West Coast Arborists Inc.
Vice President, Marketing
2200 East Via Burton
Anaheim, CA 92806
Telephone: (714) 991-1900
Facsimile: (714) 956-3745

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. City Termination.** City may terminate this Agreement for any reason on thirty calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon thirty calendar days' notice.

- 16.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor 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 Contractor's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Contractor warrants and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical

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

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

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

“City”
City of South Pasadena

“Contractor”
West Coast Arborists Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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

Date: _____

Signature

Printed Name

Title

Exhibit A Scope of Services

SCOPE OF SERVICE

Contractor shall perform completely all work and incidentals appurtenant to the Specifications of the contract. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

Urban forestry services include complete responsibility for proper care of all trees including tree trimming, tree removal, tree planting, tree health care, emergency response, and consulting arborist services in the City of South Pasadena.

REQUIRED QUALIFICATIONS

The firm must hold a valid State of California Contractor's License (D49 and C27) in addition to providing current OSHA certification for all aerial devices to be used during this project. Contractor's Account Manager, Supervisor and Consulting Arborist must have a valid ISA Certified Arborist credential. These provisions must be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the urban forestry services industry. The use of subcontractors is not allowed except for specialized services. The subcontractor must be approved by the City prior to performing any work. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times.

The firm is required to provide and operate an electronic tree inventory and work order system that is Geographical Information System (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree. The Contractor must submit and overview and information on their proposed electronic tree inventory and work order system for prior City approval before use.

The firm shall provide the City with a "Quality Control Plan" with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets Senate Bill 198 requirements for injury and illness prevention.

ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this contract, prices for such additions shall be in accordance with the Payment for Services schedule set for in "Exhibit B". No additional work should be performed unless otherwise authorized by the City in writing.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

RECORDS AND REPORTS

Contractor shall prepare and submit to the Parks Supervisor/Public Works Operations Manager such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Parks Supervisor/Public Works Operations Manager to evaluate the performance of such services. The Parks Supervisors/Public Works Operations Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Parks Supervisor/Public Works Operations Manager upon the termination of this Agreement, and Contractor shall have no claim for further compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Parks Supervisor/Public Works Operations Manager.

SPECIAL PROVISIONS

1) General Requirements:

- a. Contractor must hold a valid, in good standing California D-49 and C-27 Contractor's License through the duration of the contract term.
- b. Working hours shall be 7:00 a.m. to 5:00 p.m. Monday through Friday. Use of motorized equipment must follow Chapter 19A of the City Municipal Code. Any afterhours work must be approved by the City in writing.
- c. Contractor shall stop work and notify the City if a bird nest is found while performing services. Services shall be scheduled after the bird nesting is complete. Contractor shall follow the Los Angeles Audubon Society Guide to Bird Friendly Tree and Shrub Trimming and Removals Guidelines.
- d. Assembly Bill 73:
 - i. The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least two (2) days prior to excavation..."
 - ii. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.
 - iii. Two (2) working days before starting any work below ground level, the Contractor shall contact Dig Alert at 1-800-227-2600. Contractor shall make sure utilities are located in the area and arrange their work so as not to damage any utility services. The Contractor is responsible for providing Dig Alert related field markings and coordination.
- e. The City will own all final documents developed during the services.

2) Services to be Provided: Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:

- a. Tree Pruning (Grid Trim or Service Request Trim);
- b. Tree Removal;
- c. Stump Removal;

- d. Root Pruning;
- e. Tree Planting;
- f. Tree Staking;
- g. Removal of Hazardous Branches;
- h. Removal of tree debris and/or tree trimmings;
- i. Worksite Cleanup;
- j. Repair of Damaged Sprinklers;
- k. Repair or Replacement of Damaged Fences or Walls;
- l. Soil Replacement;
- m. Damaged Tree and /or Shrub Replacement;
- n. Collection of Tree Inventory Data;
- o. Distribution of No Parking Signs and Door hangers;
- p. Contact with the Public;
- q. Employee Uniforms with Company Logo or Designation;
- r. Vehicles and Equipment with Company Logos or Designation;
- s. Traffic Control; and
- t. Other Services Set Forth in this Agreement.

All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or their designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the Contractor. Trimmed trees rejected by the Director, or their designated representative(s), shall be excluded from payment.

Contractor shall have the duty to provide services for City trees as assigned.

Contractors shall be available twenty four (24) hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

- 3) **Areas to be Maintained:** Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, Water Reservoirs, Medians, Parkways, Public Facilities or other areas where trees are under the jurisdiction of the City of South Pasadena. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City. It should be understood that this project may not be solely "section" or "block" type tree trimming.

4) Definitions:

- a. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.
- c. The following are definitions for terms used in this project:
 - i. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
 - ii. Callus shall refer to the new growth made by the cambium layer around all of a wound.
 - iii. Cambium Layer shall mean the growing point between bark and sapwood.
 - iv. Closure shall refer to the roll of the callus growth around the wound area.
 - v. Crown shall mean the head or canopy of tree foliage.
 - vi. The Cut shall mean the exposed wood area that remains after the branch has been removed.
 - vii. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.
 - viii. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

- ix. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
- x. Grid Trim shall consist of a group of trees to be pruned in a localized area as defines by the Director.
- xi. Leader shall mean central growth shoot.
- xii. Lifting shall refer to the removal of lower branches for under clearance.
- xiii. Parent System shall mean the main trunk system of the tree.
- xiv. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
- xv. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
- xvi. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.
- xvii. Scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
- xviii. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
- xix. Service Request Trim shall mean trees requiring service prior to their regularly scheduled grid or annual trim or to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, utility line clearance, or broken limbs will be performed as a "Service Request."
- xx. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
- xxi. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
- xxii. Topping see Cut Back.
- xxiii. Tracing shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.

xxiv. Trimming see Pruning.

xxv. Inspector shall mean the duly authorized representative of the Director who shall monitor the contractor's progress within the Urban Forestry project area he/she is assigned to.

xxvi. Trash and Litter shall mean any debris generated by the Contractor within the Urban Forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.

d. Tree Trimming Classifications and Tasks:

- i. Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.
- ii. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
- iii. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

e. Tree Removals:

- i. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.

- ii. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of eight inches (8") in a twelve foot (12') zone around the tree shall be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal.
 - iii. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor's expense. However, twigs, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.
- f. Root Pruning:
- i. Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
 - ii. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works Department gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- g. Stump Grinding:
- i. Stumping consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent a 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.
- h. Tree Planting:
- i. The City shall prepare a work order of tree planting locations throughout the City.

- ii. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
 - iii. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.
- i. Emergency Work Charges:
 - i. Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.
 - j. Hourly Work Charges:
 - i. Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours.

5) Information Technology and System Requirements:

- a. Contractor is required to provide and operate an electronic tree inventory and work order system that is GIS based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree.
- b. Contractor is responsible for providing the City representative and their staff with login and password information for the system.
- c. Contractor is required to maintain the system through the entire contract term and issue any system updates needed.
- d. The existing City tree inventory will be provided to the Contractor in an Excel and Shape file format so it can be uploaded into the Contractor's system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common name and botanical name), diameter at breast height (DBH) expressed in a range, height expressed in a range, Tree Condition, Latitude, Longitude, parkway width, location information, and past work history.

- e. Contractor's crews shall be provided with mobile devices to perform any updates to the tree inventory from the field.
- f. Maintaining and Updating City Tree Inventory:
 - i. During any services performed by the Contractor, the Contractor shall update the tree inventory including maintenance performed, updated condition, updated DBH, and updated height.
 - ii. If the City requests additional trees to be planted in the City, then the Contractor shall create new planting sites at the City requested location.
 - iii. The City tree inventory including any updates or revisions shall belong to the City. The Contractor shall supply the City with an updated Excel file of the tree inventory at the end of the contract term.
 - iv. The City will own all final documents and data developed during the services.

6) **General Tree Pruning Requirements:** All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

- a. Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:
 - i. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
 - ii. Cut off the branch beyond the undercut where necessary. to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
 - iii. Remove the remaining stub via a final cut, as described above (Section 6 a 1).
- b. Removal of Terminals (Tip Thinning and Drop Crotching): Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

Size Reduction takes out portions of the crown for height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

- i. Obstructing branches. Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.
 - ii. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).
 - iii. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
 - iv. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.
 - v. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
 - vi. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
 - vii. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).
- c. On trees known to be diseased, tools are to be disinfected with methyl alcohol at seventy percent (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

- d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.
- e. All girdling roots visible to the eye are to be reported to the Director.
- f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported in writing to the Director and corrective measures recommended.
- g. When pruning trees, the contractor shall make all trees shapely and typical of their species. Under no circumstances shall the any tree have their central leader removed without written consent from the Director.

7) **General Palm Trimming Requirements:** All work shall be done in accordance with the following guidelines:

- a. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately forty five (45) degrees to the trunk.
- b. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.
- c. All vines shall be removed from the trunk and cut at ground level.
- d. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.
- e. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director may consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.
- f. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves and other debris resulting from the trimming operation including debris that fell into a neighboring tree resulting from the trimming operation.

8) **Tree and Stump Removal Requirements:**

- a. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.
- b. Trees shall not be stump cut and felled.

- c. Tree stumps not designated for removal shall be cut flush with the ground.
- d. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth removal. All surface roots within a 12ft. diameter zone around the tree shall also be removed by grinding.
- e. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded.
- f. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. At all times the Contractor prior to vacating the worksites shall cleanup and remove trimmings and debris.
- g. All areas shall be left clean and free of debris at the close of each day's operation.
- h. All debris shall be properly disposed of offsite and at the Contractor's expense. All green waste products from Contractor's work shall be recycled. Contractor to provide weight slips or documentation on the disposal of the material.

9) Root Pruning:

- a. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight, linear plane, usually along the curb and sidewalk and adjacent to the tree, to an 18" depth.
- b. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- c. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

10) Work Schedule:

- a. Work will be assigned and completed on a monthly basis.
- b. Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.

- c. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.
- d. Contractor shall keep the Public Works Department informed of their progress at all times.
- e. Upon submission of each monthly invoice during the term of this contract, the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of South Pasadena Urban Forestry Database and include the following:
 - i. Date the work was performed.
 - ii. Tree address and location.
 - iii. Tree species (within attribute range).
 - iv. Diameter of trunk at breast height (within attribute range).
 - v. Tree height (within attribute range).
 - vi. Tree condition (within attribute range).
 - vii. Any visible decay, conks or hazardous condition.

11) Contractor's Liability:

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.
- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Irrigation damage shall be repaired or replaced within the following time limits:
 - i. Mainline irrigation breaks shall be repaired within two (2) hours.

- ii. All other irrigation repair and/or replacement shall be completed within twenty four (24) hours.
- d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within forty-eight (48) hours:
- i. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to be removed immediately after the completion of work. No plywood or mats are to be left more than five (5) hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said corrections to be made.
 - ii. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
 - iii. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
 - iv. Damage to trees shall be addressed in the following manner:
 - 1. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
 - 2. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- e. Any damage to public or private property shall be reported to the City within one (1) hour.

- f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

12) Unauthorized Removals: Unauthorized tree removals will incur the following penalties:

- a. Under twelve inch (12") diameter: \$ 1,200.00
- b. 12" to thirty six inch (36") diameter: \$ 2,400.00
- c. 36" diameter or greater: \$ 3,600.00

13) Public Relations:

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.
- b. Contractor shall have the duty to purchase and supply door hangers printed in English, acceptable to the City, and distribute to residents where tree maintenance is planned seventy two (72) hours prior to the work being completed.

14) Inspections:

- a. Inspections will be performed at times mutually agreed upon by the Parks Supervisor and the Contractor representative. The Parks Supervisor may make random visits when the Contractor is working in a specific area at their discretion.
- b. All inspections called for by the Contractor shall be requested at least forty-eight (48) hours prior to the anticipated inspection.
- c. All work shall meet the approval of the Director or their designated representative, or is rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.
- d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

15) Hazardous Conditions:

- a. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe

practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

16) Safety:

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).
- b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2016 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., and Caltrans traffic control requirements. When work is in progress, no street may be closed. Work may be only performed on one (1) side of the street at a time with proper traffic control and flagging.

- d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
 - i. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
 - ii. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.
 - iii. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
- e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

17) Contractor's Field Staff:

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent field supervisors furnished with a cell phone, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical

background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the Supervisor shall be provided to the City.

- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.
- d. Contractors shall require each of their employees to wear basic public works working uniform with clear identification. These are basically proper boots, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

18) Contractor's Office Staff:

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.
 - i. This person(s) shall be reachable twenty-four (24) hours per day.
 - ii. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
 - iii. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.
 - iv. During normal working hours, the Contractor and/or supervisors, who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone and/or radio communication.

19) **Storage Facilities:** The City of South Pasadena shall not provide any storage facilities for the Contractor.

20) **Signs:**

- a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.
- b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

21) **Non-Interference:** Contractors shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

22) **Parking:**

- a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

23) **General Clean-up:**

- a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.
- b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

24) **Aerial Utilities:**

- a. Contractor shall trim limbs a minimum of five (5) feet from street lights.

- b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988, Safety Requirements.
- c. The Contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.

25) Temporary "No Parking" Signs:

- a. During tree services, the contractor shall post "No Parking" signs forty eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
- b. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.
- c. "No Parking" signs shall be supplied by the Contractor and be constructed as follows:
 - i. Minimum size nine inches (9") by twelve inches (12").
 - ii. Color shall be red on white background.
 - iii. Markings and materials will be suitable so as to withstand exposure to inclement weather.
 - iv. Lettering size shall be a minimum of half inch in height.
 - v. Sign shall be approved by the Director prior to placement.
- d. The following information will appear on each posted "No Parking" sign:
 - i. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
 - ii. Date(s) sign is in effect.
 - iii. Time period sign is in effect.

- iv. Reason for posting (i.e. Tree Trimming, Tree Removal, Tree Planting, etc.).
- v. Date and time the sign was posted.
- e. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
- f. Signs shall not be posted more than fifty feet (50') apart.
- g. Signs shall not be posted on private property.
- h. Signs shall be posted within the parkway area or as close to the roadway as practical.
- i. Signs shall be posted at the height so as to be visible over parked vehicles, but not higher.
- j. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.
- k. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items, signs may be attached to traffic barricades.
- l. Signs must be removed after tree services are completed.

26) Removal of Brush, Debris and All Equipment: It shall be the responsibility of the Contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters, safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

27) Emergency Calls for Tree Services:

- a. The Contractor is required to respond on an on-call basis for emergency work such as downed trees and branches. Emergency work may occur twenty-four (24) hours a day, seven (7) days a week including weekdays, weekends, and holidays.

- b. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- c. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- d. Contractor must designate a person within their company who will respond to emergency calls twenty four (24) hours a day.
- e. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.
- f. Upon arriving at any emergency situation it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.
- g. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

28) Consulting Arborist Services and Inspections:

- a. Contractor shall have a Consulting Arborist on staff that is a ISA Certified Arborist.
- b. The Contractor's Consulting Arborist shall provide and tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative at the approved hourly rates. The Consulting Arborist shall follow all ISA guidelines.
- c. Contractor shall provide one (1) hard copy and one (1) electronic copy of all tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative. The City will own all final documents.
- d. The City requires permits for residents to remove trees and trim trees. The Consulting Arborist, at the request of the City representative, may be required to perform the site inspections and confirm if the permit meets the requirements of Chapter 34 of the South Pasadena Municipal Code. All permit inspections and documentation will be performed at the approved hourly rates.

- e. The City has the right to receive a second opinion from another ISA Certified Arborist on the documents submitted by the Contractor.

29) Extraordinary Services:

- a. Contractors may be responsible for providing extraordinary tree maintenance services:
 - i. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a twenty four (24) hours per day on-call service for emergency calls.
 - ii. The Contractor shall notify the Director of Public Works or their representative by telephone within twenty four (24) hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
 - iii. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.
- b. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
 - i. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 - ii. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
- c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
 - i. If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
 - ii. If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:

- i. City Manager or their designee;
- ii. Public Works Director;
- iii. Community Services Director;
- iv. South Pasadena Police Department; and
- v. South Pasadena Fire Department

Summary of South Pasadena Tree Inventory:

11,287 Trees in the City Tree Inventory

10,029 Street and Median Trees

822 Vacant Tree Wells

468 Trees in City Parks

113 Trees at City Water Reservoirs (Two Water Reservoirs located outside of South Pasadena city limits: 1) Wilson Reservoir is located at 545 Adelyn Dr., San Gabriel, CA; and 2) Graves Reservoir is located at 2225 El Molino Ave., San Marino, CA.)

SUPPLEMENTAL INFORMATION

- **South Pasadena Municipal Code Chapter 34 – Trees and Shrubs:**
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena34.html>)
- **South Pasadena Municipal Code Chapter 19A – Noise Regulations:**
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena19A.html>)
- **South Pasadena Municipal Code Chapter 35, Article 35.41-35.43 – Hose Use:**
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena35.html#35.41>)
- **City Observed Holidays:**
 - 1) January 1st: 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 4th: Independence Day
 - 6) 1st Monday in September: Labor Day
 - 7) 2nd Monday in October: Columbus Day
 - 8) November 11th: Veteran’s Day
 - 9) 4th Thursday in November: Thanksgiving Day
 - 10) Friday after Thanksgiving
 - 11) December 25th: Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday.

Exhibit B
Payment for Services

Contractor shall furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Scope of Services for the unit prices named in the following schedule, with specific work determined by the City Public Works Director:

Item No.	Description	Bid Item Price
A1	Grid or annual tree trimming All trees	\$ 80.00 (each)
A2	Service Request Tree Pruning 0" to 6"	\$60.00 (each)
A3	Service Request Tree Pruning 7" to 12"	\$120.00 (each)
A4	Service Request Tree Pruning 13" to 18"	\$180.00 (each)
A5	Service Request Tree Pruning 19" to 24"	\$260.00 (each)
A6	Service Request Tree Pruning 25" to 30"	\$320.00 (each)
A7	Service Request Tree Pruning 31" and Over	\$400.00 (each)
A8	Palm Tree Pruning "Washingtonia Palm", any size	\$80.00 (each)
A9	Palm Tree Pruning "Canary Is. Date Palm", any size	\$180.00 (each)
A10	Tree Removal and Stump Grinding	\$34.00 (per inch DBH)
A11	Stump Grinding Only	\$11.00 (per inch DBH)
A12	Tree Removal Only	\$24.00 (per inch DBH)
A13	Root Pruning	\$16.00 (per LF)
A14	Scheduled Work Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) Regular Business Hours	\$210.00 (per hour)

Item No.	Description	Bid Item Price
A15	Emergency Response Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) After Hours, Weekends & City Holidays	<u>\$300.00</u> (per hour)
A16	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/ root barrier	<u>\$145.00</u> (each)
A17	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/out root barrier	<u>\$120.00</u> (each)
A18	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ root barrier	<u>\$335.00</u> (each)
A19	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ out root barrier	<u>\$305.00</u> (each)
A20	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 36" Box w/ root barrier	<u>\$800.00</u> (each)
A21	Tree watering with Water Truck	<u>\$70.00</u> (per hour)
A22	Consulting Arborist Services	<u>\$120.00</u> (per hour)
A23	Tree Inventory Using GPS (outside of the above tree services)	<u>\$3.00</u> (per tree site)
A24	Crane (outside of the above tree services)	<u>\$180.00</u> (per hour)
A25	95-foot Aerial Tower (outside of the above tree services)	<u>\$180.00</u> (per hour)

Below are the hourly rates of Contractor's key personnel:

Personnel	Hourly rate
Pest Control Advisor	<u>\$120.00</u> (per hour)
Pest Control Applicator	<u>\$100.00</u> (per hour)
Sr. Tree Trimmer, Tree Trimmer or Grounds person	<u>\$70.00</u> (per hour)

Below are the rates of Contractor's Plant Health Care Services:

Description	Unit rate
Tree Canopy Spraying from the Ground Level (Foliar hydraulic spraying of recommended material)	\$2.00 (per DBH)
Tree Canopy Spraying from an Aerial Tower (Foliar hydraulic spraying of recommended material)	\$4.00 (per DBH)
Insecticide or Fungicide Trunk Banding (Trunk spraying of recommended material)	\$5.00 (per DBH)
Plant Growth Regulator (PGR) Trunk Banding (Trunk spray of the recommended material to regulate plant growth)	\$2.00 (per DBH)
Insecticide or PGR Soil Application (Cambistat) (Recommended insecticide soil injection or drench material to regulate plant growth)	\$4.00 (per DBH)
Insecticide or Fungicide Soil Application (Soil applied drench of recommended material)	\$2.00 (per DBH)
Soil Injection Fertilization (Soil applied drench of recommended material)	\$3.00 (per DBH)
Soil Drenching Fertilization (Soil application of recommended material)	\$2.00 (per DBH)
Trunk Injection (Insecticide/Miticide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Fungicide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Insecticide & Fungicide Combo) (Trunk injected recommended material)	\$8.00 (per DBH)
Avermectin Class Insecticide Injection (Recommended trunk injection of Emamectin benzoate active ingredient)	\$6.00 (per DBH)

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: February 21, 2018

TO: Honorable Mayor and City Council

VIA: Stephanie DeWolfe, City Manager

FROM: Rafael O. Casillas, P.E., Acting Public Works Director
Kristine Courdy, P.E., Acting Deputy Public Works Director

SUBJECT: **Approve the City of South Pasadena's Default Energy Mix of Fifty Percent Renewable Energy Option for the Clean Power Alliance of Southern California**

Recommendation Action

It is recommended that the City Council approve the City of South Pasadena's default energy mix of fifty percent renewable energy option for the Clean Power Alliance of Southern California, formerly known as Los Angeles Community Choice Energy.

Commission Review and Recommendation

The Renewable Energy Council (REC) and the Finance Commission reviewed the City of South Pasadena (City) Ordinance approving the Joint Powers Agreement for the Los Angeles Community Choice Energy (LACCE) and authorizing implementation of a Community Choice Aggregation Program. The City Council approved the REC and Finance Commission to implement the Community Choice Aggregation Program by Ordinance Number 2316. The Commissions have not provided input on the default energy mix level of renewable energy option.

Community Outreach

The public had an opportunity to provide input on the Community Choice Aggregation Program that was reviewed at the REC, Finance Commission and two City Council meetings where the Ordinance was read, introduced, and approved.

Discussion/Analysis

On July 19, 2017, the City adopted Ordinance No. 2316 approving the Joint Powers Agreement for LACCE and authorizing the implementation of a Community Choice Aggregation Program. At the February 1, 2018 LACCE Board Meeting, LACCE members were notified to select a default energy mix option indicating their desired default renewable energy level by March 1, 2018. This selection is necessary so that LACCE, now known as the Clean Power Alliance of Southern California (CPA) will know how much renewable energy to procure for commencement of Phase 2 service to municipal, commercial and industrial customers in June.

Southern California Edison (SCE) plans to increase its delivery of renewable energy to 34% of its energy portfolio in 2018. Staff recommends that the City default energy mix be 50% renewable energy and 50% greenhouse gas (GHG) free. CPA estimates that the cost of this energy mix will be three percent less than current SCE rates. Individual residents and business owners will be able to select one of the following energy mix levels offered by CPA:

- 36% renewable energy and 50% GHG free
- 100% renewable energy and 100% GHG free

The proposed 50% renewable energy mix represents a substantial increase in renewable energy compared to SCE's energy mix for 2018, yet still provides an energy cost reduction compared to SCE rates. The 50% option meets the CPA program objective of offering higher levels of renewable energy content at lower rates.

Alternatives Considered

1. The City can select to opt in to the following default energy mix: 36% renewable energy and 50% GHG free. The cost estimate for this energy is four percent less than SCE rates. This was not selected as the preferred alternative as it is not a substantial improvement over the SCE's planned 2018 renewable energy level of 34%.
2. The City can select to opt in to the following default energy mix: 100% renewable and 100% GHG free. The cost estimate for this energy is seven percent more than SCE rates. Although this option represents the most renewable energy, it is also a cost increase compared to current SCE rates.

Background

Community Choice Aggregation (CCA), authorized in California under AB 117 (2002) and SB 790 (2011), allows local governments, including counties and cities, to purchase electricity in the wholesale power market and sell it to their residents and businesses at competitive rates as an alternative to electricity provided by an Investor-Owned-Utility (IOU). CCA is not a municipal utility, however the IOU will continue to provide transmission and distribution electrical services, power line maintenance, and customer billing services. The goal of a CCA is to offer more energy choices to local customers on where power is obtained from. As a member of the CCA, electricity customers from each jurisdiction are automatically enrolled into the program, however the customers have the right to opt out and continue to get power purchased by the IOU (SCE in this case).

In California, Marin Clean Energy was the first CCA program, followed by Sonoma Clean Power. They have been able to save their customers money on electricity costs, while also providing higher levels of renewable energy content. Other areas, including Lancaster, San Francisco, and San Mateo County, have formed CCA programs as well. The City of South Pasadena along with 27 other cities in Los Angeles and Ventura counties are current members of the CPA, and more cities are anticipated to join by March 1, 2018.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The CPA has the potential to provide cost savings to residents, businesses and the City by providing lower utility rates. There are no upfront costs to join the CCA, outside of some minor staff time, as the County of Los Angeles is providing up to \$10 million for a startup loan that will be recovered in the CCA rates.

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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