



**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, April 17, 2019, at 6:30 p.m.

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

CALL TO ORDER: Mayor Marina Khubesrian, M.D.

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

PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS ONLY
(Time limit is three minutes per person)
The City Council welcomes public input. Members of the public may address the City Council by completing a public comment card and giving it to the Chief City Clerk prior to the meeting. Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2).

CLOSED SESSION AGENDA ITEMS

A. Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

Conference with Labor Negotiators regarding labor negotiations with the following groups:

- Unrepresented Management Employees
- South Pasadena Police Officers' Association
- South Pasadena Firefighters' Association
- South Pasadena Public Service Employees' Association
- South Pasadena Public Service Part Time Employees' Association

City Negotiators: City Manager Stephanie DeWolfe and Teresa L. Highsmith City Attorney

B. Anticipated Litigation

CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation (Gov.t Code § 54956.9(d)(2))

Number of Potential Cases: 1

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

04/11/2019

Date



Juan Esquivel, MPA
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, April 17, 2019, at 7:30 p.m.

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

CALL TO ORDER: Mayor Marina Khubesian, M.D.

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

PLEDGE OF ALLEGIANCE: Councilmember Richard D. Schneider, M.D.

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

PRESENTATIONS

- 2. Earth Day Proclamation**
- 3. Armenian Genocide Proclamation**
- 4. Denim Day Proclamation**
- 5. Donate Life Month Proclamation**
- 6. Merchant Minute – De Milo Design**
- 7. Arts Invocation- Jaz Sawyer**
- 8. Compassion Across Borders Presentation by SALEF**

PUBLIC COMMENTS AND SUGGESTIONS

(Time limit is three minutes per person)

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

COMMUNICATIONS

9. 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.

10. City Manager Communications

11. Reordering of and Additions to the Agenda

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

CONSENT CALENDAR

12. Minutes of the City Council Meeting on March 20, 2019

Recommendation

Approve the minutes of the March 20, 2019 City Council Meeting.

13. Prepaid Warrants, General City Warrants, and Payroll

Recommendation

Approve the City of South Pasadena Prepaid Warrants Nos. 206377 through 306528 in the amount of \$561,219.54; General City Warrants Nos. 306529 through 306692 in the amount of \$811,436.12; and Payroll dated March 22, 2019, in the amount of \$759,795.00; and Payroll dated April 5, 2019, in the amount of \$583,508.32.

14. Second Reading of an Ordinance to the South Pasadena Municipal Code Amending the Chapter 24 (Nuisances) to Streamline the Procedures for Abatement of Public Notices

Recommendation

Read by title only for the second reading, waiving further reading, and adopt an Ordinance to the South Pasadena Municipal Code (SPMC) regarding the Abatement of Public Nuisances.

15. Authorize a Letter of Support for Assembly Bill 1204 (Rubio) Regarding Coming into Compliance with Maximum Contaminant Level (MCL) for a Drinking Water Contaminant

Recommendation

Authorize a letter of support for Assembly Bill (AB) 1204 (Rubio) regarding coming into compliance with Maximum Contaminant Level (MCL) for a drinking water contaminant.

16. Monthly Investment Reports for February 2019

Recommendation

Receive and file the monthly investment reports for February 2019.

17. Adoption of a Resolution Confirming the Fire Department's Compliance with Mandated Inspection Duties

Recommendation

Adopt the resolution acknowledging the receipt of the Fire Department's annual report of compliance for mandated inspection duties.

18. Adoption of Resolution Vacating Bank Street between Fremont Avenue and Diamond Avenue, and Reserving Public Utility Easements

Recommendation

1. Adopt Resolution (Attachment 1) to vacate a Bank Street between Fremont Avenue and Diamond Avenue, and reserve easements for water and sewer utilities, pursuant to Streets and Highways (S&H) Code Sections 8330-8336; and
2. Authorize the recordation of the vacation of Bank Street with the Los Angeles County Registrar-Recorder/County Clerk Office.

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

Recommendation

Adopt a resolution superseding Resolution No. 7592, Authorizing Signatures on City Bank Accounts.

20. Approve the Revised City Council Liaison and Regional Group Appointments List

Recommendation

Approve the revised City Council Liaison and Regional Group Appointment list.

21. Award of Contract for On-call Construction Management and Observation Services to Willdan Engineering for a Not-to-Exceed Amount of \$119,324 and Interwest Consulting Group, Inc., for a Not-to-Exceed Amount of \$233,145

Recommendation

1. Accept a proposal dated January 17, 2019 from Willdan Engineering for on-call construction management and observation services for the Monterey Road (Phase Three) and Traffic Signal Installation at Monterey Road & Orange Grove Avenue Projects; and
2. Authorize the City Manager to execute an agreement with Willdan Engineering for a not-to-exceed amount of \$119,324; and
3. Accept a proposal dated January 17, 2019 from Interwest Consulting Group, Inc., for on-call construction management and observation services for the Alpha Avenue & Camino Del Sol and Bushnell Avenue & Diamond Avenue Street Improvement Projects; and
4. Authorize the City Manager to execute an agreement with Interwest Consulting Group, Inc. (Interwest) for a not-to-exceed amount of \$233,145; and
5. Reject all other proposals received.

22. Resolution Approving Final Tract Map No. 71738 for the Property Located at 191 Monterey Road

Recommendation

It is recommended that the City Council adopt the attached resolution (Attachment 1) approving Final Tract Map No. 71738 for the property located at 191 Monterey Road and authorize the recordation of the Final Tract Map with the Los Angeles County Registrar-Recorder/County Clerk.

23. Award of Contract for On-call Material Testing and Geotechnical Services to Geo Teck, Inc., for a Not-to-Exceed Amount of \$201,600

Recommendation

1. Accept a proposal dated January 16, 2019 from Geo Tek, Inc., for on-call material testing and geotechnical services; and
2. Authorize the City Manager to execute an agreement with Geo Tek, Inc., for a not-to-exceed amount of \$201,600; and
3. Reject all other proposals received.

24. Award of Construction Contract to New Art Construction, Inc. in the Amount of \$87,800, for the Mission-Meridian Garage Emergency Power Generator Replacement Project

Recommendation

1. Award the construction contract to New Art Construction, Inc. in the amount of \$87,800 for Mission Meridian Village; and
2. Authorize a construction contingency (10%) in the amount of \$8,700 for a total amount of \$96,580.

25. Award of Services Agreement to Base Hill, Inc. in the amount of \$459,254.11 for Citywide Janitorial Services

Recommendation

Authorize the City Manager to sign a services agreement with Base Hill, Inc. (Jan Point), in the amount of \$459,254.11, for citywide janitorial services for the next three Fiscal Years (FY19-20, FY20-21, and FY21-22).

26. Authorize Contract Amendment with Security Design Systems for Expansion of City's Access Control systems in the amount of \$10,194.55 for a total not to exceed amount of \$47,196.51

Recommendation

Authorize the City Manager to execute a Contract Amendment with Security Design Systems ("SDS") in the amount of \$10,194.55, for expansion of the City's Access Control System ("ACS") to include six additional points of entry inside of the City Hall Building.

27. Authorize a Second Contract Amendment with LA Solutions for Engineering Resources (LASER), LLC for On-Call Public Works and Project Management Support Services in an Amount Not-to-Exceed \$30,000 for a Total Not-to-Exceed Contract Amount of \$84,900

Recommendation

It is recommended that the City Council authorize the City Manager to execute a second contract amendment with LASER, LLC, in an additional not-to-exceed amount of \$30,000, for on-call public works and project management support services.

28. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Wilson Wellhead Treatment Project and Authorization to Release Retention Payment to R C Foster Corporation in the Amount of \$143,195.00

Recommendation

1. Accept the Wilson Reservoir Wellhead Treatment System Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to R C Foster Corporation. (Contractor), in the amount of \$143,195.

29. Authorize a Contract Amendment with HR Dynamics & Performance Management for Additional Analysis on the Compensation & Benefits Study and Approval of Increase in Non-Budgeted Expenditures in an Amount Not-to-Exceed \$15,000 for a Total Not-to-Exceed Contract Amount of \$40,000

Recommendation

Authorize the City Manager to execute the contract amendment with HR Dynamics & Performance Management, in an additional not-to-exceed amount of \$15,000, for additional analysis on the Compensation & Benefits Study.

30. Presentation of the Draft Comprehensive Annual Financial Report for Fiscal Year Ending June 30, 2018

Recommendation

It is recommended that the City Council receive and file the Draft City of South Pasadena's (City) Comprehensive Annual Financial Report (CAFR) for the Fiscal Year (FY) ending June 30, 2018.

31. Approval of the Dedication Tree Planting Policy

Recommendation

Approve the Dedication Tree Planting Policy.

32. Authorize Execution of Professional Service Agreements with Psomas in the Amount of \$98,480, and PlaceWorks, Inc. in the Amount of \$128,733 to Complete the General Plan Update and Downtown Specific Plan; and Increase the Non-Budgeted Expenditure Community Development Contract Services Account by \$120,766 from the General Fund For Fiscal Year 2018-19

Recommendation

Authorize the City Manager to:

1. Execute a Professional Services Agreement (PSA) with Psomas to complete the Environmental Impact Report (EIR) in the amount of \$98,480; and
2. Execute a PSA with PlaceWorks, Inc. (PlaceWorks) to finalize the General Plan Update and Downtown Specific Plan; conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings in the amount of \$128,733; and
3. Waive the City's bidding requirements; and
4. Increase the Community Development Contract Services Account #101-7010-7011-8180-000 by \$120,766 from the General Fund for Fiscal Year 2018-19.

ACTION/DISCUSSION

33. Approval of Fiscal Year 2019-20 Objectives for 2018-2023 Strategic Plan

Recommendation

Approve the 2018-2023 Strategic Plan (Plan) Fiscal Year (FY) 2019-20 Objectives.

REPORTS

34. Receive and File 2018-19 Strategic Plan Third Quarter Update

Recommendation

Receive and file the third quarter update of the Fiscal Year (FY) 2018-19 Objectives.

35. Receive and File the Capital Improvement Plan Quarter Three Project Updates

Recommendation

It is recommended that the City Council Receive and File the Fiscal Year (FY) 2018-19 Third Quarter Capital Improvement Plan (CIP) update.

COUNCILMEMBER COMMUNICATIONS CONTINUED

ADJOURNMENT

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

May 1, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
May 15, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
June 5, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

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

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

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



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

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

04/11/19

Date

Juan Esquivel, MPA
Deputy City Clerk

**AGENDA ITEM 12**

Wednesday, March 20, 2019
Minutes of the Regular Meeting of the City Council

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Khubesrian on Wednesday, March 20, 2019, at 7:38 p.m., in the Amedee O. "Dick" Richards, Jr., Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

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

Absent: None.

City Staff

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

PLEDGE OF ALLEGIANCE

Councilmember Mahmud led the Pledge of Allegiance.

PUBLIC COMMENTS

Evette Kim, Senator Portantino's Office, announced that she has accepted a new position elsewhere; said her goodbyes to the City Council, staff, and community.

Sean Abajian, South Pasadena Resident, discussed minimum wage; the Caltrans homes; requested increased communication from the City regarding the Caltrans homes.

John Srebalus, South Pasadena Resident, discussed minimum wage.

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

Roberto Flores, South Pasadena Resident, discussed the Caltrans homes and minimum wage.

Mike Cheikosman, South Pasadena Resident, discussed an encounter he had with the South Pasadena Police Department.

Jake Manzo, South Pasadena Resident, discussed minimum wage.

Emelia Lomeli-Fannon, South Pasadena Resident, requested increased communication from the City regarding the Caltrans homes.

1. CLOSED SESSION ANNOUNCEMENTS

A. Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

Conference with Labor Negotiators regarding labor negotiations with the following groups:

- Unrepresented Management Employees
- South Pasadena Police Officers' Association
- South Pasadena Firefighters' Association
- South Pasadena Public Service Employees' Association
- South Pasadena Public Service Part Time Employees' Association

City Negotiators: City Manager Stephanie DeWolfe and Teresa L. Highsmith City Attorney

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

PRESENTATIONS

2. Arts Invocation – Presentation of Framed “Ode to South Pasadena”

Ron Koertge, South Pasadena Poet Laureate, presented a framed “Ode to South Pasadena” to Mayor Khubesrian.

3. Merchant Minute – Dual Crossroads

Laurie Wheeler, South Pasadena Chamber of Commerce, introduced Jennifer Maimone with Dual Crossroads.

Ms. Maimone discussed her business and shared photos.

4. Certificates of Appreciation – Nature Park Volunteers

Mayor Khubesrian presented certificates of appreciation to Nature Park Volunteers Katherine Hashimoto and Randy Caruso.

5. Recognition of Art Gallery Participants

Mayor Khubesrian presented certificates of recognition to Kathleen Laraia McLaughlin and Laurie Hendricks who participated in the SPARC Art Gallery at City Hall.

6. Red Cross Month Proclamation

Mayor Khubesrian presented the proclamation for Red Cross Month to American Red Cross San Gabriel Pomona Valley Chapter Board Member Frank Medina.

7. Library Volunteer Day Proclamation

Mayor Khubesrian presented the proclamation for Library Volunteer Day to President of the Library Board of Trustees David R. Uwins.

COMMUNICATIONS**8. Councilmembers Communications**

Councilmember Schneider expressed his support for the recognition given to the Nature Park Volunteers; thanked Councilmember Cacciotti for establishing the Nature Park many years ago.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND BY MAYOR KHUBESRIAN, to direct staff to work with the Cities of Pasadena and Alhambra to put together a response letter to Caltrans District 7 Director John Bulinski regarding the potential removal of the SR-710 stubs in Alhambra and Pasadena.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND BY COUNCILMEMBER CACCIOTTI, to direct staff to draft a letter to Metro regarding the early action projects.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND BY MAHMUD, to direct staff to draft a letter to the California Public Utilities Commission regarding tree trimming.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND BY COUNCILMEMBER CACCIOTTI, to include the discussion of potentially adding minimum wage to the strategic plan at the April 17th City Council meeting.

Councilmember Mahmud noted that the City has a small staff is sometimes not able to take on additional items; she noted that she requested a seismic reinforcement ordinance over a year ago; she reminded the community to still conserve water; she discussed the importance of where to plant trees in the community.

Councilmember Cacciotti shared photos from a recent City of San Fernando City Council meeting; a recent City of Diamond Bar City Council meeting; a recent dinner with the Chinese American Educators Association; residents running and biking in the park; his bike on the metrolink train.

Mayor Pro Tem Joe noted that he prefers a staff report for items of importance that go before the City Council.

Mayor Khubesrian discussed a recent wildfire prevention meeting; she shared information and videos from the San Gabriel Valley Mosquitos and Vector Control website.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER SCHNEIDER, to draft a letter to Southern California Edison regarding engaging with City Staff on specific plans in South Pasadena, how much tree trimming is going to take place, meeting safety goals, and notification of tree trimming to the community.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, to create a community presentation on vector control awareness.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, to adjourn the meeting in memory of the lives lost during the terrorist attacks in New Zealand.

9. City Manager Communications

City Manager DeWolfe announced the hiring of the new South Pasadena Police Chief, Joe Ortiz; noted that he'll be starting with the City on April 1st; thanked Acting Police Chief Solinsky for his service while he was Acting Police Chief.

10. Reordering of and Additions to the Agenda

None.

CONSENT CALENDAR

Councilmember Mahmud pulled Item No. 13 for separate discussion.

Item No. 14 was pulled for separate discussion by a member of the public.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to approve Consent Calendar Item Nos. 11-12, 15-18.

11. Minutes of the City Council Meeting on February 28, 2019, March 1, 2019, and March 6, 2019

Approved the minutes of the February 28, 2019, the March 1, 2019, and the March 6, 2019 City Council Meetings.

12. Prepaid Warrants, General City Warrants, and Payroll

Approved the City of South Pasadena Prepaid Warrants Nos. 206197 through 206202 in the amount of \$1,053,570.88; General City Warrants Nos. 206293 through 206376 in the amount of \$292,076.13; and Payroll dated March 3, 2019, in the amount of \$556, 441.03.

15. Adoption of a Resolution Initiating the Proceedings and Ordering of the Preparation of the Engineer's Report for Fiscal Year 2019-20 Lighting and Landscaping Maintenance District

1. Adopted the attached resolution initiating the proceedings for the Fiscal Year (FY) 2019-20 Lighting and Landscaping Maintenance District (LLMD); and

2. Authorized the preparation of the Engineer's Report for the annual levy and collection of assessments.

16. Discretionary Fund Request from Councilmember Schneider for the Purpose of Promotional Items for the "Be Kind to Animals" Event

Approved a Discretionary Fund request by Councilmember Schneider designating \$100 to the Animal Commission for the purpose of helping fund the purchase of promotional items to be distributed at the "Be Kind to Animals" Event.

17. Discretionary Fund Request from Councilmember Cacciotti, Councilmember Schneider, Mayor Pro Tem Joe, and Mayor Khubesrian for the Purpose of the Festival of Balloons Event

Approved a Discretionary Fund request by Councilmember Cacciotti, Councilmember Schneider, and Mayor Khubesrian, designating \$1,000 each, and Mayor Pro Tem Joe designating \$500, for the purpose of assisting with the cost of fireworks for the Festival of Balloons event.

18. Monthly Investment Reports for January 2019

Received and filed the monthly investment reports for January 2019.

ITEMS PULLED FOR SEPARATE DISCUSSION

13. Authorize a Letter of Support for Senate Bill 355 (Portantino) Regarding the Requirement that the Designed Alternate Member of the Legislative Body of the Joint Powers Agency also be a Member of the Legislative Body of a Member Local Agency

Councilmember Mahmud requested additional language be added to the letter of support.

Mayor Khubesrian opened the public comment period.

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

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY MAYOR PRO TEM JOE, CARRIED 5-0, to authorize a letter of support for Senate Bill (SB) 355 (Portantino) regarding the requirement that the designed alternate member of the legislative body of the joint powers agency also be a member of the legislative body of a member local agency, as amended.

14. Authorize Letters of Support for Assembly Bill 29 to Remove the State Route 710 North of State Route 10 from the State Highway Code and Senate Bill 7 to Relinquish the Surplus State Route 710 Land to the Local Jurisdictions at Fair Market Value Based on the Current Use and Prohibit the State Route 710 Rehabilitation Account Funds to be Used for any State Route 710 Freeway Project

Mayor Khubesrian opened the public comment period.

Chris Sutton, Member of the Public, stated that the two bills don't go far enough to protect the existing residents in the Caltrans homes.

Linda Krausen, South Pasadena Resident, reiterated Mr. Sutton's comments; expressed concern that mosquitos might be breeding in pools of vacant Caltrans homes.

Emelia Lomeli-Fannon, South Pasadena Resident, reiterated Mr. Sutton's comments; expressed concern of how Caltrans determines fair market value for the homes they own in the City; asked the City Council to adhere to the three minute limit during the Councilmember Comments portion of the agenda.

Roberto Flores, South Pasadena Resident, stated that current tenants of the Caltrans homes will not be able to afford an inflated price to purchase the homes; requested that SB 7 be expanded to include additional protection for the current tenants of the Caltrans homes.

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

The City Council discussed the item at length and staff answered related questions.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to authorize letters of support for:

1. Assembly Bill 29 (AB 29, Holden) to remove the State Route 710 (SR-710) north of State Route 10 (SR-10) from the Streets and Highways Code; and
2. Senate Bill 7 (SB 7, Portantino) to relinquish surplus SR-710 property to nonprofit organizations or cities at Fair Market Value based on the current use; and prohibit the use of SR-710 Rehabilitation Account funds to be used for any SR-710 freeway projects.

ACTION/DISCUSSION

19. First Reading and Introduction of an Ordinance to the South Pasadena Municipal Code Amending the Chapter 24 ("Nuisances") to Streamline the Procedures for Abatement of Public Nuisances

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

Mayor Khubesrian opened the public comment period.

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

The City Council discussed the item at length and Councilmember Mahmud recommended the following changes to the ordinance:

1. In section "24.04. Declaration of nuisance", add the word "ensuing" before cost incurred on behalf of the City; and
2. To delete the last sentence in section "24.08 Hearing"; and
3. Define the term "the officer" in section "24.09 Exchange of information"; and
4. In section "24.10 Administrative hearing-procedures", require that the person appealing the matter be required to attend the hearing.

MOTION BY COUNCILMEMBER MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to read by title only for the first reading, waiving further reading, and introduce an Ordinance to the South Pasadena Municipal Code (SPMC) Amending Chapter 24 ("Nuisances), Sections 24.04 through 24.11 Streamlining the Procedures for Abatement of Public Nuisances, as amended.

20. Receive and File Update on the 1,2,3-TCP Water Regulations Compliance Cost and Directing Staff to Forward the Information Presented to the State Water Resources Control Board and Appropriate Legislatures

Interim Public Works Director Ojeda and Water Operations Manager Tesfaye summarized the staff report and responded to City Council inquiries.

Mayor Khubesian opened the public comment period.

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

Councilmember Mahmud requested that an accurate cost estimate of staff time be included in any information sent to the State Water Resources Control Board; requested that the City take a letter of support for AB 1204 at a future City Council meeting.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, CARRIED 5-0, to receive and file the update on the 1,2,3-TCP Water Regulations Compliance Cost and direct staff to forward the information presented to the State Water Resources Control Board and appropriate Legislatures.

MOTION BY MAYOR KHUBESRIAN, SECOND BY COUNCILMEMBER MAHMUD, to direct staff to look into vacant Caltrans homes that might have a pool to ensure that mosquitos are not breeding in the pool water.

ADJOURNMENT

Mayor Khubesian adjourned the City Council Meeting in memory of the lives taken in New Zealand at 10:05 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on April 17, 2019.

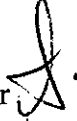
This page intentionally left blank.




City Council Agenda Report

ITEM NO. 13

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Craig Koehler, Finance Director 

SUBJECT: **Approval of Prepaid Warrants & Wire Transfers in the Amount of \$2,581,219.54 General City Warrants in the Amount of \$811,436.12 and Payroll in the Amount of \$1,343,303.32**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:	
Warrant # 206377-306528	\$ 561,219.54
General City Warrants:	
Warrant # 306529-306692	\$ 811,436.12
Payroll 03-22-19	\$ 759,795.00
Payroll 04-05-19	\$ 583,508.32
Wire Transfers	\$ 2,020,000.00
RSA:	
Prepaid Warrants	\$ -
General City Warrants	\$ -
 Total	 <u>\$ 4,735,958.98</u>

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 03-22-19 & 04-05-2019
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 04.17.2019			
	Prepaid	Written	Payroll	
General Fund	101	275,889.67	120,905.62	553,161.47
Insurance Fund	103	1,746.00		
Street Improvement Program	104		45,535.39	
Facilities & Equip.Cap. Fund	105		76,857.84	
Local Transit Return "A"	205	910.49	2,510.17	21,531.54
Local Transit Return "C"	207	275.20	1,433.95	12,553.47
TEA/Metro	208			
Sewer Fund	210	124.81	7,187.84	24,487.12
CTC Traffic Improvement	211			
Street Lighting Fund	215	15,850.83	58,900.24	9,856.93
Public,Education & Govt Fund	217	5,642.46		
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226		804.13	
Housing Authority Fund	228			
State Gas Tax	230	3,739.52	2,194.41	32,593.24
County Park Bond Fund	232	3,372.46	1,644.23	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
BTA Grants	248		200.00	
Golden Street Grant	249	14,336.22		
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272			
Homeland Security Grant	274			
Park Impact Fees	275		72,580.00	
HSIP Grant	277			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310			
Water Fund	500	41,321.61	420,682.30	98,394.68
2016 Water Revenue Bonds Fund	505			
Public Financing Authority	550	2,000.00		
Payroll Clearing Fund	700	35,364.57		590,724.87
Wire Transfer - LAIF		2,000,000.00		
Wire Transfer - Acct # 2413		7,000.00		
Wire Transfer - Acct # 1936		13,000.00		
Column Totals		2,420,573.84	811,436.12	1,343,303.32
City Report Totals			4,575,313.28	

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	160,645.70	-	-
Column Totals		160,645.70	-	-
RSA Report Totals			160,645.70	
Grand Report Total			4,735,958.98	

Marina Khubesrian M.D., Mayor

Craig Koehler, Finance Director

**ATTACHMENT 2
Prepaid Warrant List**

Voided Checks

206333	\$1,350.85
205763	\$300.00
205843	\$150.00
206329	\$240.90

Wire Transfers

LAIF Transfer	\$2,000,000.00
Acct# 2413 Transfer	\$7,000.00
Acct# 1936 Transfer	\$13,000.00

Accounts Payable

Check Detail

User: ealvarez
 Printed: 04/05/2019 - 4:06PM



Check Number	Check Date		Amount
ESSD8011 - 210 East Sound!			
206461	03/28/2019		
Inv	31919 Lavalier		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/19/2019	Reimb. for purchase of 2 lavalier wireless microphones		120.45
Inv 31919 Lavalier Total			120.45
206461 Total:			120.45
ESSD8011 - 210 East Sound! Total:			120.45
ABB5689 - Abbey Graphics			
206462	03/28/2019		
Inv	10260		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/06/2019	Proclamation / Certificate Folders		1,313.23
Inv 10260 Total			1,313.23
206462 Total:			1,313.23
ABB5689 - Abbey Graphics Total:			1,313.23
ACTM3010 - Accountemps			
206377	03/14/2019		
Inv	53017210		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	Finance Temp Svcs. Kang Somin w/e 3/8/19		1,856.25
Inv 53017210 Total			1,856.25
Inv	53017240		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	Finance Temp Svcs. Lin YingYing w/e 3/8/19		1,737.20
Inv 53017240 Total			1,737.20
206377 Total:			3,593.45

Check Number	Check Date		Amount
206410	03/21/2019		
Inv	53064733		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2019	Finance Temp Svcs. Kang, Somin w/e 3/15/19		1,856.25
Inv 53064733 Total			1,856.25
206410 Total:			1,856.25
206463	03/28/2019		
Inv	53112998		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	Fiance Temp Svcs. Kang, Somin w/e 3/22/19		1,856.25
Inv 53112998 Total			1,856.25
206463 Total:			1,856.25
306507	04/04/2019		
Inv	53161783		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Finance Temp Svcs. Kang, Somin w/e 3/29/19		1,856.25
Inv 53161783 Total			1,856.25
306507 Total:			1,856.25
ACTM3010 - Accountemps Total:			9,162.20
ATGC8530 - Acorn Technology Corp.			
206411	03/21/2019		
Inv	1926		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/19/2019	Project 2015.0004		85.00
Inv 1926 Total			85.00
Inv	1928		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/19/2019	CO # 01-139		20.00
Inv 1928 Total			20.00
Inv	1929		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/19/2019	CO # 01-145		20.00
Inv 1929 Total			20.00

Check Number	Check Date	Amount
Inv 1931		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-137	30.00
Inv 1931 Total		30.00
Inv 1932		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-148	608.75
Inv 1932 Total		608.75
Inv 1937		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-142	317.50
Inv 1937 Total		317.50
Inv 1938		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-116/01-127	2,051.25
Inv 1938 Total		2,051.25
Inv 1941		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	General - City (Tix/Chrgs Summ)	12,091.25
Inv 1941 Total		12,091.25
Inv 1942		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-143	80.00
Inv 1942 Total		80.00
Inv 1943		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-146	20.00
Inv 1943 Total		20.00
Inv 1944		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-152	167.50
Inv 1944 Total		167.50
Inv 1945		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
03/19/2019	CO # 01-145	20.00
Inv 1945 Total		20.00
Inv 1946		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-116-01-127	1,310.00
Inv 1946 Total		1,310.00
Inv 1947		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-119	105.00
Inv 1947 Total		105.00
Inv 1949		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-148-149-150	197.50
Inv 1949 Total		197.50
Inv 1951		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-142	62.50
Inv 1951 Total		62.50
Inv 1953		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-153	150.00
Inv 1953 Total		150.00
Inv 1955		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-155	87.50
Inv 1955 Total		87.50
Inv 1956		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-154	87.50
Inv 1956 Total		87.50
Inv 1957		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-144	65.00
Inv 1957 Total		65.00

Check Number	Check Date	Amount
Inv	1959	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-146	97.50
Inv 1959 Total		97.50
Inv	1960	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-98	42.50
Inv 1960 Total		42.50
Inv	1962	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	General - City (Tix/Chrgs Summ)	10,677.50
Inv 1962 Total		10,677.50
Inv	1963	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-156	4,191.25
Inv 1963 Total		4,191.25
Inv	51612	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CO # 01-0127 (Equipment)	174.49
03/19/2019	(Adjustment)	-305.00
03/19/2019	Managed IT Monitoring	512.50
03/19/2019	CO # 01-0142 (Equipment)	303.81
03/19/2019	(Adjustment)	-213.75
Inv 51612 Total		472.05
Inv	51687	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Managed IT Monitoring	237.50
03/19/2019	(Adjustment)	-671.25
03/19/2019	(Adjustment)	-110.00
03/19/2019	CO # 01-156 (Equipment)	637.70
03/19/2019	Managed IT Monitoring	512.50
Inv 51687 Total		606.45
Inv	61612	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Managed IT Monitoring	237.50
Inv 61612 Total		237.50
206411 Total:		33,901.00

Check Number	Check Date	Amount
ATGC8530 - Acorn Technology Corp. Total:		33,901.00
AFLA7010 - AFLAC		
206496	04/04/2019	
Inv	137112	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/15/2019	Optional Insurance 3/19	1,256.77
Inv 137112 Total		1,256.77
206496 Total:		1,256.77
AFLA7010 - AFLAC Total:		1,256.77
ALL0197 - All Star Fire Equipment, Inc.		
206412	03/21/2019	
Inv	213908	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	FD Safety Clothing / Equipment	2,478.12
Inv 213908 Total		2,478.12
206412 Total:		2,478.12
206464	03/28/2019	
Inv	214172	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Safety Clothing / Equipment	1,578.55
Inv 214172 Total		1,578.55
206464 Total:		1,578.55
ALL0197 - All Star Fire Equipment, Inc. Total:		4,056.67
AMZN8030 - Amazon/SYNCB		
206465	03/28/2019	
Inv	438537595936	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Supplies	297.97
Inv 438537595936 Total		297.97
Inv	447486637363	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies	28.87

Check Number	Check Date	Amount
Inv 447486637363	Total	28.87
Inv 453868734333		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/26/2019	Supplies	171.63
Inv 453868734333	Total	171.63
Inv 457386533568		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Supplies	115.73
Inv 457386533568	Total	115.73
Inv 459348996663		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies	39.99
Inv 459348996663	Total	39.99
Inv 463896673839		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Supplies	15.24
Inv 463896673839	Total	15.24
Inv 464849578736		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Supplies	181.43
Inv 464849578736	Total	181.43
Inv 465785938543		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies	62.29
Inv 465785938543	Total	62.29
Inv 467486897653		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Supplies	395.82
Inv 467486897653	Total	395.82
Inv 467778698344		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Supplies	108.96
Inv 467778698344	Total	108.96

Check Number	Check Date	Amount
Inv	468768597766	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/20/2019	Supplies	268.61
02/20/2019	Supplies Credit	-145.90
Inv 468768597766 Total		122.71
Inv	479947345683	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies	109.39
Inv 479947345683 Total		109.39
Inv	488558876379	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	Supplies	473.80
Inv 488558876379 Total		473.80
Inv	496496376795	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Supplies	33.14
Inv 496496376795 Total		33.14
Inv	533386937357	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/12/2019	Supplies	60.68
Inv 533386937357 Total		60.68
Inv	557733539845	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/26/2019	Supplies	85.74
Inv 557733539845 Total		85.74
Inv	589399749648	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies	11.45
Inv 589399749648 Total		11.45
Inv	759346664779	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/12/2019	Supplies	3.89
Inv 759346664779 Total		3.89
Inv	776678785799	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
02/19/2019	Supplies	131.48
Inv 776678785799	Total	131.48
Inv 778399435383		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/19/2019	Supplies	191.90
Inv 778399435383	Total	191.90
Inv 856346669444		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/08/2019	Supplies	39.07
Inv 856346669444	Total	39.07
Inv 896398743664		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/07/2019	Supplies	140.65
Inv 896398743664	Total	140.65
Inv 898445576858		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Supplies	29.25
Inv 898445576858	Total	29.25
Inv 977686836896		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/20/2019	Supplies	85.62
Inv 977686836896	Total	85.62
206465	Total:	2,936.70
AMZN8030 - Amazon/SYNCB	Total:	2,936.70
AME0229 - Ameritas		
206404	03/21/2019	
Inv P/R/E 3/22/19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	Vision Ins. March 2019	2,910.48
Inv P/R/E 3/22/19	Total	2,910.48
206404	Total:	2,910.48
206497	04/04/2019	

Check Number	Check Date	Amount
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Vision Ins. April 2019	3,027.28
Inv P/R/E 3/31/19 Total		3,027.28
206497 Total:		3,027.28
AME0229 - Ameritas Total:		5,937.76
ASRI4010 - Angeles Shooting Ranges Inc.		
206378	03/14/2019	
Inv	10312	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/24/2018	PD Shooting Range Special Enforcement Team Training	200.00
Inv 10312 Total		200.00
206378 Total:		200.00
ASRI4010 - Angeles Shooting Ranges Inc. Total:		200.00
AINI5010 - Arrow International Inc.		
206413	03/21/2019	
Inv	9501041388	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	FD Medical Supplies	1,243.37
Inv 9501041388 Total		1,243.37
206413 Total:		1,243.37
AINI5010 - Arrow International Inc. Total:		1,243.37
ATCN9011 - AT & T		
206466	03/28/2019	
Inv	000012794174	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	9391062308 02/20-03/19/19	5,815.02
Inv 000012794174 Total		5,815.02
206466 Total:		5,815.02
ATCN9011 - AT & T Total:		5,815.02

Check Number	Check Date		Amount
AT&T5006 - AT & T U-Verse			
306509	04/04/2019		
Inv	1340464796		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2019	03/18-04/17/19		75.00
Inv 1340464796 Total			75.00
306509 Total:			75.00
AT&T5006 - AT & T U-Verse Total:			75.00
AT&T5011 - AT&T			
206414	03/21/2019		
Inv	248 134-6100		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2019	03/01-03/31/19		9.34
Inv 248 134-6100 Total			9.34
206414 Total:			9.34
206467	03/28/2019		
Inv	331 841-0756		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	03/07-04/06/19		33.03
Inv 331 841-0756 Total			33.03
Inv	331 841-0802		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	03/07-04/06/19		33.03
Inv 331 841-0802 Total			33.03
Inv	626 405-0051		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	03/11-04/10/19		756.30
Inv 626 405-0051 Total			756.30
Inv	626 441-6497		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	03/13-04/12/19		267.74
Inv 626 441-6497 Total			267.74
Inv	626 577-6657		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
03/07/2019	03/13-04/12/19	54.01
Inv 626 577-6657 Total		54.01
206467 Total:		1,144.11
AT&T5011 - AT&T Total:		1,153.45
CIN4011 - AT&T --Cingular Wireless		
206468	03/28/2019	
Inv 287014917916x03		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	Police Mobile Devices 02/09-03/08/19	201.92
Inv 287014917916x03 Total		201.92
Inv 287269956155x03		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	Police Mobile Devices 02/07-03/06/19	779.37
Inv 287269956155x03 Total		779.37
Inv 287288006612x03		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	PW Phone Charges 02/03-03/02/19	230.03
03/26/2019	PW Phone Charges 02/03-03/02/19	345.52
03/26/2019	PW Phone Charges 02/03-03/02/19	802.85
Inv 287288006612x03 Total		1,378.40
206468 Total:		2,359.69
CIN4011 - AT&T --Cingular Wireless Total:		2,359.69
JUBL2920 - Banuelos, Julissa		
206415	03/21/2019	
Inv R97873/98997		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Refund Deposit for Youth House 5/25/19	187.50
Inv R97873/98997 Total		187.50
206415 Total:		187.50
JUBL2920 - Banuelos, Julissa Total:		187.50
BHRK7131 - Bergstom, Rocky		
206416	03/21/2019	

Check Number	Check Date		Amount
Inv	03.12.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/12/2019	Refund for overcharge for dental & Vision Coverage		162.48
Inv 03.12.19 Total			162.48
206416 Total:			162.48
BHRK7131 - Bergstrom, Rocky Total:			162.48
TMBI8020 - Binns, Tamara			
306510	04/04/2019		
Inv	04.01.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2019	Reimb. for Personal Expense Incurred Police Chief Event		52.50
Inv 04.01.19 Total			52.50
306510 Total:			52.50
TMBI8020 - Binns, Tamara Total:			52.50
BDCO8011 - Bodart Co. Library Supplies and Furnishings			
206379	03/14/2019		
Inv	522408		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/14/2019	Library Special Department Expense		162.13
Inv 522408 Total			162.13
Inv	523074		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/21/2019	Library Special Department Expense		830.13
Inv 523074 Total			830.13
206379 Total:			992.26
BDCO8011 - Bodart Co. Library Supplies and Furnishings Total:			992.26
BOO8030 - Boomers			
206469	03/28/2019		
Inv	0000010708		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	2019 Spring Break Camp Med Trip Payment # 2		545.70
Inv 0000010708 Total			545.70

Check Number	Check Date	Amount
206469 Total:		545.70
BOO8030 - Boomers Total:		545.70
CAL6695 - CA American Water Co.		
206417	03/21/2019	
Inv	101521002151102	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	Water Svcs. for Wilson Well # 2 1/24-02/22/19	11.48
Inv 101521002151102 Total		11.48
206417 Total:		11.48
CAL6695 - CA American Water Co. Total:		11.48
CPO4011 - CA Peace Officers Ass'n.		
206418	03/21/2019	
Inv	170030	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	Sgt. Robledo & Laura Mendez Training Class 4/11-12/19	500.00
Inv 170030 Total		500.00
206418 Total:		500.00
CPO4011 - CA Peace Officers Ass'n. Total:		500.00
CSD3014 - Ca. State Disbursement Unit		
206405	03/21/2019	
Inv	P/R/E 3/22/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	Garnishment Case # 2000 000 1609 311	814.15
Inv P/R/E 3/22/19 Total		814.15
206405 Total:		814.15
206498	04/04/2019	
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Garnishment Case # 2000 000 1609 311	814.15
Inv P/R/E 3/31/19 Total		814.15

Check Number	Check Date	Amount
206498 Total:		814.15
CSD3014 - Ca. State Disbursement Unit Total:		1,628.30
DACA4011 - Calderon, David		
206470	03/28/2019	
Inv	03.12.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Reimb. for Patrol Footware	50.00
Inv 03.12.19 Total		50.00
206470 Total:		50.00
DACA4011 - Calderon, David Total:		50.00
CAL8012 - Califa Group		
206380	03/14/2019	
Inv	2022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2019	CENIC - Broadband Oct-Dec 2018	4,129.23
Inv 2022 Total		4,129.23
206380 Total:		4,129.23
CAL8012 - Califa Group Total:		4,129.23
CAN0607 - Cantu Graphics		
206381	03/14/2019	
Inv	5364	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2018	Printing & Duplication Library	640.58
Inv 5364 Total		640.58
206381 Total:		640.58
CAN0607 - Cantu Graphics Total:		640.58
CDW5246 - CDW Government Inc		
206419	03/21/2019	
Inv	PQH7756	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/17/2018	Apple Lightning USB for David Bergman	37.04

Check Number	Check Date	Amount
Inv PQH7756	Total	37.04
Inv QDJ9243		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/27/2018	Adobe Acrobat for David Bergman	244.90
Inv QDJ9243	Total	244.90
Inv QPV0747		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/09/2019	3 Adobe Creative Cloud Subscriptions	2,471.79
Inv QPV0747	Total	2,471.79
Inv QQS2572		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/11/2019	Purchase of Windows Server Standard 2019 Volume Licence	924.72
Inv QQS2572	Total	924.72
Inv QRM5919		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/15/2019	Adobe Acrobat for Tamara Binns	417.91
Inv QRM5919	Total	417.91
Inv QWS9979		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2019	Word Perfect Office for Esther Delinko	267.49
Inv QWS9979	Total	267.49
Inv QZZ9803		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/07/2019	Microsoft Project Professional	695.09
Inv QZZ9803	Total	695.09
Inv RGF3262		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/25/2018	Adobe Acrobat for Elaine Scrrano	417.91
Inv RGF3262	Total	417.91
Inv RGF3267		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/15/2019	Adobe Acrobat for Mariam Ferrel	417.91
Inv RGF3267	Total	417.91

Check Number	Check Date	Amount
Inv RGF3269		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/25/2019	Adobe Acrobat for Shannon Robledo	417.91
Inv RGF3269 Total		417.91
206419 Total:		6,312.67
CDW5246 - CDW Government Inc Total:		6,312.67
CBSE6010 - Cell Business Equipment		
206420	03/21/2019	
Inv 62843882		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	Public Works Copier 3/19	264.20
Inv 62843882 Total		264.20
206420 Total:		264.20
CBSE6010 - Cell Business Equipment Total:		264.20
CITTF000 - CIT Technology Financial Services, Inc.		
206421	03/21/2019	
Inv 1824977		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	Finance / Planning Copier	802.67
Inv 1824977 Total		802.67
206421 Total:		802.67
CITTF000 - CIT Technology Financial Services, Inc. Total:		802.67
SOU5402 - City of South Pasadenn PD Petty Cash		
206422	03/21/2019	
Inv 03.19.19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Reimb. Petty Cash	90.48
03/19/2019	Reimb. Petty Cash	140.36
03/19/2019	Reimb. Petty Cash	16.38
03/19/2019	Reimb. Petty Cash	6.20
Inv 03.19.19 Total		253.42
206422 Total:		253.42

Check Number	Check Date		Amount
SOU5402 - City of South Pasadena PD Petty Cash Total:			253.42
SOU5454 - City of South Pasadena-City Clerk			
206471	03/28/2019		
Inv	03.22.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2019	Reimb. Petty Cash		43.79
03/22/2019	Reimb. Petty Cash		13.00
03/22/2019	Reimb. Petty Cash		159.67
03/22/2019	Reimb. Petty Cash		8.20
03/22/2019	Reimb. Petty Cash		61.59
Inv 03.22.19 Total			286.25
206471 Total:			286.25
SOU5454 - City of South Pasadena-City Clerk Total:			286.25
CSPF5011 - City of South Pasadena-FD			
206423	03/21/2019		
Inv	03.19.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2019	Reimb. Petty Cash		9.92
03/20/2019	Reimb. Petty Cash		27.32
03/20/2019	Reimb. Petty Cash		131.52
03/20/2019	Reimb. Petty Cash		10.03
03/20/2019	Reimb. Petty Cash		31.18
Inv 03.19.19 Total			209.97
206423 Total:			209.97
CSPF5011 - City of South Pasadena-FD Total:			209.97
SOU5343 - City of South Pasadena-Recreation			
306511	04/04/2019		
Inv	04.01.019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2019	Reimb. Petty Cash		45.00
04/01/2019	Reimb. Petty Cash		17.52
04/01/2019	Reimb. Petty Cash		375.85
Inv 04.01.019 Total			438.37
306511 Total:			438.37
SOU5343 - City of South Pasadena-Recreation Total:			438.37

Check Number	Check Date		Amount
CHWP2010 - Colantuono,Highsmith & Whatley,PC			
206382	03/14/2019		
Inv	38405		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. General Services		9,601.54
Inv 38405 Total			9,601.54
Inv	38406		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Adv. Alison Smith		1,848.00
Inv 38406 Total			1,848.00
Inv	38407		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Adv. B. Fox		1,433.50
Inv 38407 Total			1,433.50
Inv	38408		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Labor & Employment		1,034.00
Inv 38408 Total			1,034.00
Inv	38409		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Misc. Litigation		2,243.50
Inv 38409 Total			2,243.50
Inv	38410		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Special Projects		4,812.00
Inv 38410 Total			4,812.00
Inv	38411		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Gardena v. RWQCB		94.00
Inv 38411 Total			94.00
Inv	38412		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	Legal Svcs. - Water & Utilities		869.50
Inv 38412 Total			869.50
206382 Total:			21,936.04

Check Number	Check Date		Amount
CHWP2010 - Colantuono,Highsmith & Whatley,PC Total:			21,936.04
KNCM5270 - Coleman, Kanan			
306512	04/04/2019		
Inv	R100295/100303		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/29/2019	Refund for Cancellation (Brit West Spring Camp Half Day)		159.00
Inv R100295/100303 Total			159.00
306512 Total:			159.00
KNCM5270 - Coleman, Kanan Total:			159.00
CMME4011 - Commline Inc.			
306513	04/04/2019		
Inv	0137706-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/20/2019	Emergency Preparedness & Disaster Operation		6,125.10
Inv 0137706-IN Total			6,125.10
306513 Total:			6,125.10
CMME4011 - Commline Inc. Total:			6,125.10
ACSG8170 - Community Partners fbo Active SGV			
206424	03/21/2019		
Inv	201914		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2019	Project Mgmt. and Coordination 626 Golden Streets Feb. 2019		14,336.22
Inv 201914 Total			14,336.22
206424 Total:			14,336.22
ACSG8170 - Community Partners fbo Active SGV Total:			14,336.22
CRDA1021 - Corodata Records Management			
206472	03/28/2019		
Inv	RS4479722		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2019	Records Mgmt. 2/19		396.67
Inv RS4479722 Total			396.67

Check Number	Check Date	Amount
206472 Total:		396.67
CRDA1021 - Corodata Records Management Total:		396.67
CRSR2010 - Corodata Shredding Inc.		
206473	03/28/2019	
Inv	DN 1220117	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Shredding 2/19	77.74
Inv DN 1220117 Total		77.74
206473 Total:		77.74
CRSR2010 - Corodata Shredding Inc. Total:		77.74
DEL4000 - Dell Marketing L.P.		
206425	03/21/2019	
Inv	10295880000	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	Two Dell Monitors for P& B	249.66
Inv 10295880000 Total		249.66
Inv	10295880019	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Purchase of 3 Dell Monitors	873.46
Inv 10295880019 Total		873.46
Inv	10300538914	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Gateway Security for Sonic Wall in Library	522.75
Inv 10300538914 Total		522.75
206425 Total:		1,645.87
DEL4000 - Dell Marketing L.P. Total:		1,645.87
DEL0771 - Delta Dental		
206499	04/04/2019	
Inv	BE003332029	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Dental Ins. April -19 Acct# 05-1063400000	10,089.76
Inv BE003332029 Total		10,089.76

Check Number	Check Date	Amount
206499 Total:		10,089.76
DEL0771 - Delta Dental Total:		10,089.76
DEL3011 - DeLuxe for Business		
206426	03/21/2019	
Inv	02044512451	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2019	Order of 2000 AP Checks	522.07
Inv 02044512451 Total		522.07
206426 Total:		522.07
DEL3011 - DeLuxe for Business Total:		522.07
DIG2000 - Digital Housing & Admin., LLC		
206427	03/21/2019	
Inv	13027	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	DNS Housing 4/1/19-3/31/2020	120.00
Inv 13027 Total		120.00
206427 Total:		120.00
DIG2000 - Digital Housing & Admin., LLC Total:		120.00
DIG0800 - Digital Telecommunications Corp		
306514	04/04/2019	
Inv	34253	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	IT-Phones	900.00
Inv 34253 Total		900.00
306514 Total:		900.00
DIG0800 - Digital Telecommunications Corp Total:		900.00
DTV5012 - DIRECTV		
306515	04/04/2019	
Inv	068653046	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/17/2019	FD Emergency & Operation	60.65

Check Number	Check Date	Amount
Inv 068653046 Total		60.65
306515 Total:		60.65
DTV5012 - DIRECTV Total:		60.65
DUB0187 - DuBois, Andrew		
206428	03/21/2019	
Inv 56318		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Reimb. for Personal Expense for Online Class	40.00
Inv 56318 Total		40.00
206428 Total:		40.00
DUB0187 - DuBois, Andrew Total:		40.00
DBAR3011 - Dunbar Armored Inc.		
206383	03/14/2019	
Inv 4370489		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Armored Car Svcs. 3/19	940.28
03/01/2019	Armored Car Excess Svcs. 2/19	252.26
03/01/2019	Armored Car Svcs. 3/19	940.28
Inv 4370489 Total		2,132.82
206383 Total:		2,132.82
DBAR3011 - Dunbar Armored Inc. Total:		2,132.82
EJAS2010 - Emanuels Jones & Associates		
206384	03/14/2019	
Inv F19-03-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Legislative Representative Svcs - March 2019	2,000.00
Inv F19-03-11 Total		2,000.00
206384 Total:		2,000.00
EJAS2010 - Emanuels Jones & Associates Total:		2,000.00
EMRS4010 - Emergency Response		

Check Number	Check Date		Amount
206474	03/28/2019		
Inv	T2019-210		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	Decon Patrol Veh. # 1407 K9 Feces/ Vomit Cleanup		650.00
Inv T2019-210 Total			650.00
206474 Total:			650.00
EMRS4010 - Emergency Response Total:			650.00
FDBC8025 - Fast Deer Bus Charter Inc.			
206385	03/14/2019		
Inv	143020		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/11/2019	56 Passenger Bus for Spring Break Camp		910.49
Inv 143020 Total			910.49
206385 Total:			910.49
FDBC8025 - Fast Deer Bus Charter Inc. Total:			910.49
FED1109 - FedEx			
206386	03/14/2019		
Inv	6-468-81761		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/22/2019	Payment HR Overnight Fedex deliveries		30.93
Inv 6-468-81761 Total			30.93
206386 Total:			30.93
206475	03/28/2019		
Inv	6-498-73209		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2019	Finance Overnight Shipping		46.98
Inv 6-498-73209 Total			46.98
206475 Total:			46.98
306516	04/04/2019		
Inv	6-414-61215		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/28/2018	MD Overnight Shipping		16.34
Inv 6-414-61215 Total			16.34

Check Number	Check Date	Amount
306516 Total:		16.34
FED1109 - FedEx Total:		94.25
COBR7131 - Flex Advantage		
206406	03/21/2019	
Inv	109969	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Reimb. Retiress Invoice # 109969 March Admin Fees.	66.00
Inv 109969 Total		66.00
Inv	P/R/E 3/22/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Reimb. Retiress Batch ID: 963130	1,626.49
Inv P/R/E 3/22/19 Total		1,626.49
206406 Total:		1,692.49
COBR7131 - Flex Advantage Total:		1,692.49
GLCG8011 - Gale/Cengage Learning		
206387	03/14/2019	
Inv	66174173	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/24/2019	Electronic Refemce Acct # 173433	5,020.00
Inv 66174173 Total		5,020.00
206387 Total:		5,020.00
GLCG8011 - Gale/Cengage Learning Total:		5,020.00
GALS5010 - Galls		
206388	03/14/2019	
Inv	012006731	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/18/2019	LAPD AXIIIA Vests for Gutierrez & Valdez	1,470.36
Inv 012006731 Total		1,470.36
206388 Total:		1,470.36
GALS5010 - Galls Total:		1,470.36

Check Number	Check Date		Amount
GAR5011 - Garvey Equipment Co			
206476	03/28/2019		
Inv	115659		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/26/2018	Ongoing Equipment Maintenance for Parks Small Tools & Equipme		355.78
Inv 115659 Total			355.78
206476 Total:			355.78
GAR5011 - Garvey Equipment Co Total:			355.78
GOLD6417 - Golden Bell Products, Inc.			
206477	03/28/2019		
Inv	16605		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/20/2019	Arroyo Park Life Station Maint. & Supplies		240.90
Inv 16605 Total			240.90
206477 Total:			240.90
GOLD6417 - Golden Bell Products, Inc. Total:			240.90
HQAB8100 - Hi Quality Auto Body Inc.			
206429	03/21/2019		
Inv	15249		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	Repairs to PD 2012 Chevy Tahoe		527.60
Inv 15249 Total			527.60
Inv	15287		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	PD Windshield Dodge w/ rain sensor		295.65
Inv 15287 Total			295.65
206429 Total:			823.25
HQAB8100 - Hi Quality Auto Body Inc. Total:			823.25
HDL3010 - Hinderliter deLlamas & Associates			
206478	03/28/2019		
Inv	0030806-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
03/18/2019	Contret Svcs- Sales Tax 1st Qtr. & Audit Svcs - Sales Tax Qtr 3	1,199.70
Inv 0030806-IN Total		1,199.70
206478 Total:		1,199.70
HDLC3010 - Hinderliter deLlamas & Associates Total:		1,199.70
HOM1515 - Home Depot Credit Services		
206430	03/21/2019	
Inv 101936		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	135.73
Inv 101936 Total		135.73
Inv 2082580		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	113.09
Inv 2082580 Total		113.09
Inv 2100348		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	83.13
Inv 2100348 Total		83.13
Inv 2102964		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	65.66
Inv 2102964 Total		65.66
Inv 3121311		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	30.65
Inv 3121311 Total		30.65
Inv 3193433		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies Credit	-49.99
Inv 3193433 Total		-49.99
Inv 3214347		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	11.19

Check Number	Check Date	Amount
Inv 3214347 Total		11.19
Inv 3903092		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	22.93
Inv 3903092 Total		22.93
Inv 4101374		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	48.61
Inv 4101374 Total		48.61
Inv 5122840		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	235.11
Inv 5122840 Total		235.11
Inv 5971590		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	75.40
Inv 5971590 Total		75.40
Inv 6103813		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	19.79
Inv 6103813 Total		19.79
Inv 7023229		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	507.22
Inv 7023229 Total		507.22
Inv 7200371		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies Credit	-25.94
Inv 7200371 Total		-25.94
Inv 7971302		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	447.99
Inv 7971302 Total		447.99

Check Number	Check Date	Amount
Inv 8972288		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	City Wide Supplies	289.31
Inv 8972288 Total		289.31
206430 Total:		2,009.88
HOM1515 - Home Depot Credit Services Total:		2,009.88
HRDY2013 - HR Dynamics & Performance Management Inc.		
206389	03/14/2019	
Inv 03.05.19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Consulting Services	15,000.00
Inv 03.05.19 Total		15,000.00
206389 Total:		15,000.00
HRDY2013 - HR Dynamics & Performance Management Inc. Total:		15,000.00
REHS8032 - Hsia, Rebecca		
206431	03/21/2019	
Inv 827161-1468684		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	Residential Rebate for HE Showerhead	25.00
Inv 827161-1468684 Total		25.00
206431 Total:		25.00
REHS8032 - Hsia, Rebecca Total:		25.00
ITCR2501 - Intercare Holdings Insurance Svcs		
206432	03/21/2019	
Inv 76-005553		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Workers Comp. Claims Admin 2/19	1,746.00
Inv 76-005553 Total		1,746.00
206432 Total:		1,746.00
ITCR2501 - Intercare Holdings Insurance Svcs Total:		1,746.00

Check Number	Check Date		Amount
JRHO2013 - Jilio-Ryan, Hunter & Olsen, Inc.			
206390	03/14/2019		
Inv	61865		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/30/2018	Payment for Court Reporter Services 1/26/18		175.00
Inv 61865 Total			175.00
206390 Total:			175.00
JRHO2013 - Jilio-Ryan, Hunter & Olsen, Inc. Total:			175.00
KAR1897 - Karbelnig, Dr. Alan			
206433	03/21/2019		
Inv	03.12.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/12/2019	Pre-Employment Psychological Exam for Police Chief		800.00
Inv 03.12.19 Total			800.00
206433 Total:			800.00
KAR1897 - Karbelnig, Dr. Alan Total:			800.00
AKIM8031 - Kim, Anthony			
206479	03/28/2019		
Inv	03.27.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	Reimb. for CPRS Related Expenses		110.00
03/27/2019	Reimb. for CPRS Related Expenses		80.00
Inv 03.27.19 Total			190.00
206479 Total:			190.00
AKIM8031 - Kim, Anthony Total:			190.00
LOS2226 - L.A.C. Registrar-Recorder			
206434	03/21/2019		
Inv	19-2066		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2018	November 6, 2018 Election Services		52,726.30
Inv 19-2066 Total			52,726.30
206434 Total:			52,726.30

Check Number	Check Date	Amount
LOS2226 - L.A.C. Registrar-Recorder Total:		52,726.30
LTKR6201 - Leotek Electronics USA		
206391	03/14/2019	
Inv	4110187157	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/05/2018	Purchase of Street Lights	3,258.72
Inv 4110187157 Total		3,258.72
206391 Total:		3,258.72
LTKR6201 - Leotek Electronics USA Total:		3,258.72
LZFB2013 - Lizarraga, Fabian		
206392	03/14/2019	
Inv	03.13.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Reimbursement for participation in Police Chief Interviews	403.60
Inv 03.13.19 Total		403.60
206392 Total:		403.60
LZFB2013 - Lizarraga, Fabian Total:		403.60
AGLR8025 - Loera, Angela		
206480	03/28/2019	
Inv	03.22.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	Reimb. Conference Expenses (CPRS) Conference	30.00
03/22/2019	Rcimb. Conferencc Expenses (CPRS) Conferencc	120.40
Inv 03.22.19 Total		150.40
206480 Total:		150.40
AGLR8025 - Loera, Angela Total:		150.40
EVLZ - Lozada, Evangeline		
206435	03/21/2019	
Inv	R98393/R99727	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	Cancellation of Gazebo	75.00
Inv R98393/R99727 Total		75.00

Check Number	Check Date	Amount
206435 Total:		75.00
EV LZ - Lozada, Evangeline Total:		75.00
MGCT2011 - Management Concepts		
206481	03/28/2019	
Inv	MCIN-000062647	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	Marisol Romero Fedral Grants & Cooperatives Training	849.00
Inv MCIN-000062647 Total		849.00
206481 Total:		849.00
MGCT2011 - Management Concepts Total:		849.00
MCSD2010 - Matrix Consulting Group		
206393	03/14/2019	
Inv	19-06 #2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Prof. Svcs. Matrix Consulting Grp. Comprehensive Fee Study #2	6,997.00
Inv 19-06 #2 Total		6,997.00
206393 Total:		6,997.00
MCSD2010 - Matrix Consulting Group Total:		6,997.00
SCML5010 - McLellan, Scott		
206436	03/21/2019	
Inv	03/04-03/18/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	Reimb. State fire Training Certificate	67.00
03/20/2019	Reimb. State fire Training Certificate	400.00
03/20/2019	Reimb. State fire Training Certificate	104.00
Inv 03/04-03/18/19 Total		571.00
206436 Total:		571.00
SCML5010 - McLellan, Scott Total:		571.00
VRMZ7000 - Munoz, Valerie		
206407	03/21/2019	
Inv	P/R/E 3/22/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
03/21/2019	Garnishment	750.00
Inv P/R/E 3/22/19 Total		750.00
206407 Total:		750.00
206500	04/04/2019	
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Garnishment	750.00
Inv P/R/E 3/31/19 Total		750.00
206500 Total:		750.00
VRMZ7000 - Munoz, Valerie Total:		1,500.00
PEG4590 - NUFIC		
206408	03/21/2019	
Inv	P/R/E 3/22/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	A.D.D. Ins. Voluntary Mar. 2019	731.30
03/21/2019	A.D.D. Ins. Basic Mar. 2019	178.50
Inv P/R/E 3/22/19 Total		909.80
206408 Total:		909.80
306501	04/04/2019	
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	A.D.D Ins - Volunatry - Apr. 2019	766.70
04/03/2019	A.D.D Ins - Basic - Apr. 2019	181.50
Inv P/R/E 3/31/19 Total		948.20
306501 Total:		948.20
PEG4590 - NUFIC Total:		1,858.00
OSSS3010 - Olympic Staffing Services		
206437	03/21/2019	
Inv	207892	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Temporary Staffing Svcs. Marina W. W/O 3/10/19	173.60
Inv 207892 Total		173.60

Check Number	Check Date	Amount
206437 Total:		173.60
OSSS3010 - Olympic Staffing Services Total:		173.60
EROB5270 - Ostby, Eric		
206438	03/21/2019	
Inv	R98629/R99935	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	Refund for camp med	249.00
Inv R98629/R99935 Total		249.00
206438 Total:		249.00
EROB5270 - Ostby, Eric Total:		249.00
OVD8011 - OverDrive Inc.		
206394	03/14/2019	
Inv	01148CO19021497	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/02/2019	Purchase of Books & Periodicals	1,516.65
Inv 01148CO19021497 Total		1,516.65
Inv	01148DA19023351	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Purchase of Books & Periodicals	16.99
Inv 01148DA19023351 Total		16.99
Inv	01148DA19028204	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Purchase of Books & Periodicals	33.98
Inv 01148DA19028204 Total		33.98
Inv	01148DA19036836	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Purchase of Books & Periodicals	35.98
Inv 01148DA19036836 Total		35.98
206394 Total:		1,603.60
OVD8011 - OverDrive Inc. Total:		1,603.60
PWP4465 - Pasadena Water & Power		

Check Number	Check Date		Amount
206439	03/21/2019		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/13/2019	60 E. State Street 1/11-2/13/19		2,189.13
Inv 80176-1 Total			2,189.13
206439 Total:			2,189.13
206482	03/28/2019		
Inv	80176-1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2019	60 E. State Street 2/13/3/11/19		1,594.24
Inv 80176-1 Total			1,594.24
206482 Total:			1,594.24
PWP4465 - Pasadena Water & Power Total:			3,783.37
ARPZ5270 - Paz, Ariana			
306517	04/04/2019		
Inv	R99853/1003000		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/01/2019	Refund for Cancellation of Class (Horsemanship for Adults)		120.00
Inv R99853/1003000 Total			120.00
306517 Total:			120.00
ARPZ5270 - Paz, Ariana Total:			120.00
CSPZ5270 - Peitzman, Chris			
206395	03/14/2019		
Inv	R99386/99626		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	Refund for Cancelled Class Tap Dance		110.00
Inv R99386/99626 Total			110.00
206395 Total:			110.00
CSPZ5270 - Peitzman, Chris Total:			110.00
PIT8031 - Pitney Bowes-Reserve Account			
306518	04/04/2019		

Check Number	Check Date	Amount
Inv 34133033		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	Reimb. Postage Meter	19.20
03/18/2019	Reimb. Postage Meter	461.88
03/18/2019	Reimb. Postage Meter	286.23
03/18/2019	Reimb. Postage Meter	3.50
03/18/2019	Reimb. Postage Meter	26.55
03/18/2019	Reimb. Postage Meter	649.50
03/18/2019	Reimb. Postage Meter	22.15
03/18/2019	Reimb. Postage Meter	0.65
03/18/2019	Reimb. Postage Meter	4.05
03/18/2019	Reimb. Postage Meter	7.95
03/18/2019	Reimb. Postage Meter	438.20
Inv 34133033 Total		1,919.86
306518 Total:		1,919.86
PIT8031 - Pitney Bowes-Reserve Account Total:		1,919.86
POSS5265 - Post Alarm Systems		
206440 03/21/2019		
Inv 1152180		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	WMB & Orange Grove Rec Building 4/19	50.23
03/06/2019	WMB & Orange Grove Rec Building 4/19	50.23
Inv 1152180 Total		100.46
206440 Total:		100.46
POSS5265 - Post Alarm Systems Total:		100.46
PRHW8031 - Prime Custom Hardwood Floors		
206441 03/21/2019		
Inv 108034i		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	War Memorial Building Floor Refinishing	3,950.00
Inv 108034i Total		3,950.00
206441 Total:		3,950.00
PRHW8031 - Prime Custom Hardwood Floors Total:		3,950.00
PUWA8020 - Pure Water		
306519 04/04/2019		

Check Number	Check Date	Amount
Inv	201713662	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	FD Supplies 4/19	87.39
Inv 201713662 Total		87.39
306519 Total:		87.39
PUWA8020 - Pure Water Total:		87.39
RVLA2920 - Revis, Lana		
306520	04/04/2019	
Inv	R97448/100229	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	Refund Deposit for War Memorial Bldg.	500.00
Inv R97448/100229 Total		500.00
306520 Total:		500.00
RVLA2920 - Revis, Lana Total:		500.00
RIBI4460 - Rios, Bianca		
206483	03/28/2019	
Inv	03.13.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Refund for Overnight Parking Permit 53485	110.00
Inv 03.13.19 Total		110.00
206483 Total:		110.00
RIBI4460 - Rios, Bianca Total:		110.00
SOU5230 - S.P.Firefighters L-3657		
306502	04/04/2019	
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Union & Association Dues 4/19	2,715.00
04/03/2019	Union & Association Ins. 4/19	180.74
Inv P/R/E 3/31/19 Total		2,895.74
306502 Total:		2,895.74
SOU5230 - S.P.Firefighters L-3657 Total:		2,895.74

Check Number	Check Date		Amount
SOU5435 - S.P.P. O. A.			
306503	04/04/2019		
Inv	P/R/E 3/31/19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Union & Association Dues 4/19		2,847.60
04/03/2019	Union & Association Ins. 4/19		1,984.74
Inv P/R/E 3/31/19 Total			4,832.34
306503 Total:			4,832.34
SOU5435 - S.P.P. O. A. Total:			4,832.34
SOU5451 - S.P.Public Srvc Empl. Ass'n			
306504	04/04/2019		
Inv	P/R/E 3/31/19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Assn. Dues 4/19		1,230.00
Inv P/R/E 3/31/19 Total			1,230.00
306504 Total:			1,230.00
SOU5451 - S.P.Public Srvc Empl. Ass'n Total:			1,230.00
SSDV2018 - Sandoval, Sheila			
206409	03/21/2019		
Inv	P/R/E 3/22/19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	Garnishment		441.63
03/21/2019	Garnishment		876.92
Inv P/R/E 3/22/19 Total			1,318.55
206409 Total:			1,318.55
306505	04/04/2019		
Inv	P/R/E 3/31/19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Garnishment		876.92
04/03/2019	Garnishment		775.93
Inv P/R/E 3/31/19 Total			1,652.85
306505 Total:			1,652.85

Check Number	Check Date		Amount
SSDV2018 - Sandoval, Sheila Total:			2,971.40
SDSI0107 - Security Design Systems, Inc.			
206484	03/28/2019		
Inv	220933		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/13/2019	FD, City Hall & Chambers Gates Access Control System		11,310.41
Inv 220933 Total			11,310.41
206484 Total:			11,310.41
SDSI0107 - Security Design Systems, Inc. Total:			11,310.41
SOU6666 - So. CA Edison Co.			
206396	03/14/2019		
Inv	3-022-6898-28		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/12/2019	01/19/19-02/28/19		24.57
Inv 3-022-6898-28 Total			24.57
Inv	3-048-3733-54		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/12/2019	01/19/19-02/28/19		0.26
Inv 3-048-3733-54 Total			0.26
206396 Total:			24.83
206442	03/21/2019		
Inv	3-008-8091-11		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	02/01/19-03/01/19		1,958.02
Inv 3-008-8091-11 Total			1,958.02
Inv	3-008-8091-12		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	02/01/19-03/01/19		419.54
Inv 3-008-8091-12 Total			419.54
Inv	3-008-8091-13		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	02/01/19-03/01/19		6,849.21
Inv 3-008-8091-13 Total			6,849.21

Check Number	Check Date	Amount
Inv	3-008-8091-14	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/01/19-03/01/19	9.87
Inv 3-008-8091-14 Total		9.87
Inv	3-008-8091-16	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	55.71
Inv 3-008-8091-16 Total		55.71
Inv	3-008-8091-17	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	26.77
Inv 3-008-8091-17 Total		26.77
Inv	3-008-8091-18	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	25.73
Inv 3-008-8091-18 Total		25.73
Inv	3-008-8091-19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	21.31
Inv 3-008-8091-19 Total		21.31
Inv	3-008-8091-20	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	32.03
Inv 3-008-8091-20 Total		32.03
Inv	3-008-8091-21	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	41.76
Inv 3-008-8091-21 Total		41.76
Inv	3-008-8091-22	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	22.47
Inv 3-008-8091-22 Total		22.47
Inv	3-008-8091-23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	33.35

Check Number	Check Date	Amount
Inv 3-008-8091-23	Total	33.35
Inv 3-008-8091-24		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	30.80
Inv 3-008-8091-24	Total	30.80
Inv 3-008-8436-55		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	77.34
Inv 3-008-8436-55	Total	77.34
Inv 3-025-4910-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	49.61
Inv 3-025-4910-19	Total	49.61
Inv 3-026-6343-40		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/04/19-03/06/19	13.33
Inv 3-026-6343-40	Total	13.33
Inv 3-028-7013-82		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	11/21/18-12/24/18	77.15
Inv 3-028-7013-82	Total	77.15
Inv 3-045-0630-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	02/01/19-03/01/19	12.07
Inv 3-045-0630-89	Total	12.07
Inv 3-048-3508-41		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	11/21/18-12/24/18	35.62
Inv 3-048-3508-41	Total	35.62
Inv 3-048-4151-49		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	30.28
Inv 3-048-4151-49	Total	30.28

Check Number	Check Date	Amount
Inv	3-048-4154-08	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	42.28
Inv 3-048-4154-08 Total		42.28
Inv	3-048-4157-19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	146.44
Inv 3-048-4157-19 Total		146.44
Inv	3-048-4158-00	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	76.03
Inv 3-048-4158-00 Total		76.03
Inv	3-048-4159-93	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	54.82
Inv 3-048-4159-93 Total		54.82
Inv	3-048-4160-78	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	3.32
Inv 3-048-4160-78 Total		3.32
Inv	3-048-4160-91	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	92.46
Inv 3-048-4160-91 Total		92.46
Inv	3-048-4164-59	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	23.56
Inv 3-048-4164-59 Total		23.56
Inv	3-048-4164-78	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	33.06
Inv 3-048-4164-78 Total		33.06
Inv	3-048-4164-93	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	21.06

Check Number	Check Date	Amount
Inv 3-048-4164-93 Total		21.06
Inv 3-048-4168-72		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	42.29
Inv 3-048-4168-72 Total		42.29
Inv 3-048-4173-52		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	01/04/19-02/04/19	47.91
Inv 3-048-4173-52 Total		47.91
206442 Total:		10,405.20
306521	04/04/2019	
Inv 3-000-5950-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/20/19-03/21/19	18.53
Inv 3-000-5950-21 Total		18.53
Inv 3-000-5950-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	61.99
Inv 3-000-5950-22 Total		61.99
Inv 3-000-7125-63		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	25.79
Inv 3-000-7125-63 Total		25.79
Inv 3-000-7125-66		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	33.96
Inv 3-000-7125-66 Total		33.96
Inv 3-000-7152-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	1/28/19-2/27/19	24.42
Inv 3-000-7152-57 Total		24.42
Inv 3-000-8455-69		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	43.29

Check Number	Check Date	Amount
Inv 3-000-8455-69	Total	43.29
Inv 3-000-9969-52		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	2/20/19-3/21/19	7.83
04/10/2019	2/20/19-3/21/19	7.82
Inv 3-000-9969-52	Total	15.65
Inv 3-001-1810-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	26.90
Inv 3-001-1810-93	Total	26.90
Inv 3-001-1810-94		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	35.06
Inv 3-001-1810-94	Total	35.06
Inv 3-001-1810-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/15/19-3/19/19	28,986.91
Inv 3-001-1810-98	Total	28,986.91
Inv 3-001-1811-29		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	2,773.43
Inv 3-001-1811-29	Total	2,773.43
Inv 3-001-1811-44		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/20/19-03/21/19	42.77
04/10/2019	02/20/19-03/21/19	42.78
Inv 3-001-1811-44	Total	85.55
Inv 3-001-1811-45		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/20/19-03/21/19	37.73
04/10/2019	02/20/19-03/21/19	37.74
Inv 3-001-1811-45	Total	75.47
Inv 3-001-1811-48		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	32.49

Check Number	Check Date	Amount
Inv 3-001-1811-48	Total	32.49
Inv	3-001-1811-56	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	46.32
Inv 3-001-1811-56	Total	46.32
Inv	3-001-1811-58	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	26.09
Inv 3-001-1811-58	Total	26.09
Inv	3-001-1811-59	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	29.95
Inv 3-001-1811-59	Total	29.95
Inv	3-001-1811-63	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	25.95
Inv 3-001-1811-63	Total	25.95
Inv	3-001-1811-67	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	30.52
Inv 3-001-1811-67	Total	30.52
Inv	3-001-1811-68	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	77.95
Inv 3-001-1811-68	Total	77.95
Inv	3-001-1811-69	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	19.78
Inv 3-001-1811-69	Total	19.78
Inv	3-001-1811-75	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	55.28
Inv 3-001-1811-75	Total	55.28

Check Number	Check Date	Amount
Inv	3-001-1811-76	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	37.30
Inv 3-001-1811-76 Total		37.30
Inv	3-001-1811-77	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	28.81
Inv 3-001-1811-77 Total		28.81
Inv	3-001-1811-79	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	32.67
Inv 3-001-1811-79 Total		32.67
Inv	3-001-1811-80	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	31.19
Inv 3-001-1811-80 Total		31.19
Inv	3-001-1811-86	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	25.79
Inv 3-001-1811-86 Total		25.79
Inv	3-001-1811-87	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	30.85
Inv 3-001-1811-87 Total		30.85
Inv	3-001-1811-89	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	13.05
04/10/2019	02/01/19-03/01/19	13.05
Inv 3-001-1811-89 Total		26.10
Inv	3-001-1811-90	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	28.49
Inv 3-001-1811-90 Total		28.49
Inv	3-001-1811-91	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
04/10/2019	01/24/19-02/25/19	51.46
Inv 3-001-1811-91 Total		51.46
Inv 3-001-1811-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	16.57
Inv 3-001-1811-92 Total		16.57
Inv 3-001-1811-93		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	33.97
Inv 3-001-1811-93 Total		33.97
Inv 3-001-1811-95		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	26.88
Inv 3-001-1811-95 Total		26.88
Inv 3-001-1811-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	16.00
Inv 3-001-1811-98 Total		16.00
Inv 3-001-1812-06		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	22.17
Inv 3-001-1812-06 Total		22.17
Inv 3-001-1812-07		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/20/19-03/21/19	16.86
Inv 3-001-1812-07 Total		16.86
Inv 3-001-1812-08		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	43.35
Inv 3-001-1812-08 Total		43.35
Inv 3-001-1812-09		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	237.94
Inv 3-001-1812-09 Total		237.94

Check Number	Check Date	Amount
Inv	3-001-1812-10	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	55.36
Inv 3-001-1812-10 Total		55.36
Inv	3-001-1812-11	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	26.70
Inv 3-001-1812-11 Total		26.70
Inv	3-001-1812-12	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	29.61
Inv 3-001-1812-12 Total		29.61
Inv	3-001-1812-25	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	24.57
Inv 3-001-1812-25 Total		24.57
Inv	3-001-1812-26	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	790.52
Inv 3-001-1812-26 Total		790.52
Inv	3-001-1812-27	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	34.20
Inv 3-001-1812-27 Total		34.20
Inv	3-001-1812-31	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	36.01
Inv 3-001-1812-31 Total		36.01
Inv	3-001-1812-32	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	11.80
Inv 3-001-1812-32 Total		11.80
Inv	3-001-1812-35	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	15.41

Check Number	Check Date	Amount
Inv 3-001-1812-35 Total		15.41
Inv 3-001-1812-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	46.77
Inv 3-001-1812-36 Total		46.77
Inv 3-001-1812-38		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	24.42
Inv 3-001-1812-38 Total		24.42
Inv 3-001-1812-39		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	36.89
Inv 3-001-1812-39 Total		36.89
Inv 3-001-9413-97		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	1,720.11
Inv 3-001-9413-97 Total		1,720.11
Inv 3-002-4372-43		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	54.51
Inv 3-002-4372-43 Total		54.51
Inv 3-002-4473-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	25.79
Inv 3-002-4473-12 Total		25.79
Inv 3-003-7341-83		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	9.87
Inv 3-003-7341-83 Total		9.87
Inv 3-004-3214-58		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	34.28
Inv 3-004-3214-58 Total		34.28

Check Number	Check Date	Amount
Inv 3-004-4562-56		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	38.70
Inv 3-004-4562-56 Total		38.70
Inv 3-016-0678-82		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	59.59
Inv 3-016-0678-82 Total		59.59
Inv 3-022-6051-15		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	52.34
Inv 3-022-6051-15 Total		52.34
Inv 3-022-6897-57		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	25.35
Inv 3-022-6897-57 Total		25.35
Inv 3-022-6897-89		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	26.25
Inv 3-022-6897-89 Total		26.25
Inv 3-022-6897-99		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	24.80
Inv 3-022-6897-99 Total		24.80
Inv 3-022-6898-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	26.03
Inv 3-022-6898-05 Total		26.03
Inv 3-022-6898-17		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	25.19
Inv 3-022-6898-17 Total		25.19
Inv 3-033-3452-62		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/16/2019	02/20/19-03/21/19	177.43

Check Number	Check Date	Amount
Inv 3-033-3452-62	Total	177.43
Inv 3-046-7147-27		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	1,508.99
Inv 3-046-7147-27	Total	1,508.99
Inv 3-048-3503-18		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	0.09
Inv 3-048-3503-18	Total	0.09
Inv 3-048-3503-31		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	1.62
Inv 3-048-3503-31	Total	1.62
Inv 3-048-3504-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	0.33
Inv 3-048-3504-12	Total	0.33
Inv 3-048-3504-73		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	5.87
Inv 3-048-3504-73	Total	5.87
Inv 3-048-3505-86		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	6.09
Inv 3-048-3505-86	Total	6.09
Inv 3-048-3506-21		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	3.62
Inv 3-048-3506-21	Total	3.62
Inv 3-048-3506-72		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	6.67
Inv 3-048-3506-72	Total	6.67

Check Number	Check Date	Amount
Inv 3-048-3507-28		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	10.68
Inv 3-048-3507-28 Total		10.68
Inv 3-048-3515-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	0.16
Inv 3-048-3515-02 Total		0.16
Inv 3-048-3515-19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	24.86
Inv 3-048-3515-19 Total		24.86
Inv 3-048-3515-96		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	11.68
Inv 3-048-3515-96 Total		11.68
Inv 3-048-3520-99		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	99.14
Inv 3-048-3520-99 Total		99.14
Inv 3-048-3524-22		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	21.27
Inv 3-048-3524-22 Total		21.27
Inv 3-048-3528-66		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	15.95
Inv 3-048-3528-66 Total		15.95
Inv 3-048-3529-42		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	20.37
Inv 3-048-3529-42 Total		20.37
Inv 3-048-3530-52		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/24/19-02/25/19	0.40

Check Number	Check Date	Amount
Inv 3-048-3530-52 Total		0.40
Inv 3-048-3587-48		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	7.53
Inv 3-048-3587-48 Total		7.53
Inv 3-048-3587-62		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	0.77
Inv 3-048-3587-62 Total		0.77
Inv 3-048-3589-28		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	0.02
Inv 3-048-3589-28 Total		0.02
Inv 3-048-3593-95		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	12.61
Inv 3-048-3593-95 Total		12.61
Inv 3-048-3593-98		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	18.87
Inv 3-048-3593-98 Total		18.87
Inv 3-048-3594-36		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	2.63
Inv 3-048-3594-36 Total		2.63
Inv 3-048-3599-01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	1,210.87
Inv 3-048-3599-01 Total		1,210.87
Inv 3-048-3599-97		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	20.65
Inv 3-048-3599-97 Total		20.65

Check Number	Check Date	Amount
Inv	3-048-3600-65	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	19.14
Inv 3-048-3600-65 Total		19.14
Inv	3-048-3601-53	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/25/19-02/26/19	474.85
Inv 3-048-3601-53 Total		474.85
Inv	3-048-3659-74	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	101.63
Inv 3-048-3659-74 Total		101.63
Inv	3-048-3662-71	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	13.45
Inv 3-048-3662-71 Total		13.45
Inv	3-048-3664-38	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	0.29
Inv 3-048-3664-38 Total		0.29
Inv	3-048-3670-65	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/28/19-02/27/19	0.16
Inv 3-048-3670-65 Total		0.16
Inv	3-048-3735-77	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	8.54
Inv 3-048-3735-77 Total		8.54
Inv	3-048-3736-11	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	16.16
Inv 3-048-3736-11 Total		16.16
Inv	3-048-3750-12	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/29/19-02/28/19	0.73

Check Number	Check Date	Amount
Inv 3-048-3750-12 Total		0.73
Inv 3-048-3807-64		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	15.35
Inv 3-048-3807-64 Total		15.35
Inv 3-048-3810-70		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	0.31
Inv 3-048-3810-70 Total		0.31
Inv 3-048-3817-68		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	0.16
Inv 3-048-3817-68 Total		0.16
Inv 3-048-3819-71		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	9.45
Inv 3-048-3819-71 Total		9.45
Inv 3-048-3823-92		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/30/19-03/01/19	26.19
Inv 3-048-3823-92 Total		26.19
Inv 3-048-4948-55		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/16/2019	02/20/19-03/21/19	126.86
Inv 3-048-4948-55 Total		126.86
Inv 3-048-4954-40		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/18/19-02/20/19	50.63
04/10/2019	01/18/19-02/20/19	50.63
Inv 3-048-4954-40 Total		101.26
Inv 3-048-4960-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/18/19-02/20/19	10.54
Inv 3-048-4960-02 Total		10.54

Check Number	Check Date		Amount
Inv	3-048-4960-34		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/18/19-02/20/19		25.07
04/10/2019	01/18/19-02/20/19		25.07
Inv 3-048-4960-34 Total			50.14
Inv	3-048-4961-25		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/18/19-02/20/19		2.02
Inv 3-048-4961-25 Total			2.02
Inv	3-048-5125-68		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		24.93
Inv 3-048-5125-68 Total			24.93
Inv	3-048-5125-73		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		19.89
Inv 3-048-5125-73 Total			19.89
Inv	3-048-5127-24		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		10.48
Inv 3-048-5127-24 Total			10.48
Inv	3-048-5129-43		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		0.84
Inv 3-048-5129-43 Total			0.84
Inv	3-048-5129-59		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		10.86
Inv 3-048-5129-59 Total			10.86
Inv	3-048-5131-46		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/23/19-02/22/19		0.45
Inv 3-048-5131-46 Total			0.45
Inv	3-048-5131-47		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
04/10/2019	01/23/19-02/22/19	9.66
Inv 3-048-5131-47 Total		9.66
Inv 3-048-5135-05		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	28.23
Inv 3-048-5135-05 Total		28.23
Inv 3-048-5136-08		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	15.62
Inv 3-048-5136-08 Total		15.62
Inv 3-048-5142-29		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/23/19-02/22/19	12.25
Inv 3-048-5142-29 Total		12.25
Inv 3-048-7577-55		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	01/16/19-02/15/19	0.81
Inv 3-048-7577-55 Total		0.81
Inv 3-048-7780-74		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	1.81
Inv 3-048-7780-74 Total		1.81
Inv 3-048-7781-02		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	7.61
Inv 3-048-7781-02 Total		7.61
Inv 3-048-7781-59		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	64.17
Inv 3-048-7781-59 Total		64.17
Inv 3-048-7782-47		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	02/01/19-03/01/19	11.32
Inv 3-048-7782-47 Total		11.32

Check Number	Check Date		Amount
Inv	3-048-7782-87		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	02/01/19-03/01/19		1.81
Inv 3-048-7782-87 Total			1.81
Inv	3-048-7783-35		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	02/01/19-03/01/19		3.62
Inv 3-048-7783-35 Total			3.62
Inv	3-048-7786-19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	02/01/19-03/01/19		3.80
04/10/2019	02/01/19-03/01/19		3.81
Inv 3-048-7786-19 Total			7.61
Inv	3-48-3608-21		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/10/2019	01/25/19-02/26/19		210.42
Inv 3-48-3608-21 Total			210.42
306521 Total:			41,121.54
SOU6666 - So. CA Edison Co. Total:			51,551.57
SPAC2920 - South Pasadena Arts Council			
206443	03/21/2019		
Inv	4		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/04/2019	1-year Contract for Curatory Svcs for the Civic Center Art Galle		1,633.39
Inv 4 Total			1,633.39
Inv	5		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/02/2019	1-year Contract for Curatory Svcs for the Civic Center Art Galle		2,240.43
Inv 5 Total			2,240.43
206443 Total:			3,873.82
SPAC2920 - South Pasadena Arts Council Total:			3,873.82
CEAP7000 - South Pasadena Part Time Employees Assn.			
306506	04/04/2019		

Check Number	Check Date	Amount
Inv	P/R/E 3/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Ass. Dues 4/19	368.00
Inv P/R/E 3/31/19 Total		368.00
306506 Total:		368.00
CEAP7000 - South Pasadena Part Time Employees Assn. Total:		368.00
MET4512 - Southern CA Library Cooperative		
206397	03/14/2019	
Inv	SOPAS_1819	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/02/2018	SCLC & Califa Consortium MembershipFY18/19	2,588.00
Inv SOPAS_1819 Total		2,588.00
206397 Total:		2,588.00
MET4512 - Southern CA Library Cooperative Total:		2,588.00
SGMC2013 - St. George's Medical Clinic		
206398	03/14/2019	
Inv	107925.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/04/2018	Medical Exam Acct # 107925.0	150.00
Inv 107925.0 Total		150.00
Inv	116555.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/04/2018	Medical Exam Acct # 116555.0	245.00
Inv 116555.0 Total		245.00
Inv	118884.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/05/2018	Medical Exam Acct # 118884.0	150.00
Inv 118884.0 Total		150.00
Inv	119122.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/26/2018	Medical Exam Acct # 119122.0	650.00
Inv 119122.0 Total		650.00

Check Number	Check Date	Amount
Inv	119265.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/04/2018	Medical Exam Acct # 119265.0	110.00
Inv 119265.0 Total		110.00
Inv	119286.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/05/2018	Medical Exam Acct # 119286.0	110.00
Inv 119286.0 Total		110.00
Inv	119296.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/05/2018	Medical Exam Acct # 119296.0	75.00
Inv 119296.0 Total		75.00
Inv	119385.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/11/2018	Medical Exam Acct # 119385.0	175.00
Inv 119385.0 Total		175.00
Inv	119391.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/12/2018	Medical Exam Acct # 119391.0	110.00
Inv 119391.0 Total		110.00
Inv	119430.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/14/2018	Medical Exam Acct # 119430.0	175.00
Inv 119430.0 Total		175.00
Inv	119507.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/19/2018	Medical Exam Acct # 119507.0	110.00
Inv 119507.0 Total		110.00
Inv	120017.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/30/2019	Medical Exam Acct # 120017.0	110.00
Inv 120017.0 Total		110.00
Inv	89939.0	
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/19/2018	Medical Exam Acct # 89939.0	195.00

Check Number	Check Date	Amount
Inv 89939.0 Total		195.00
Inv 97366.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	
11/26/2018	Medical Exam Acct # 97366.0	650.00
Inv 97366.0 Total		650.00
Inv 99214.0		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/13/2018	Medical Exam Acct # 99214.0	120.00
Inv 99214.0 Total		120.00
206398 Total:		3,135.00
SGMC2013 - St. George's Medical Clinic Total:		3,135.00
STAS219 - Staples Business Advantage		
206399	03/14/2019	
Inv 3403833501		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Library Office Supplies	233.05
Inv 3403833501 Total		233.05
Inv 3403833502		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Library Office Supplies	83.42
Inv 3403833502 Total		83.42
Inv 3403833503		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Library Office Supplies	234.53
Inv 3403833503 Total		234.53
Inv 3404847789		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/09/2019	Library Office Supplies	139.93
Inv 3404847789 Total		139.93
Inv 3406693613		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Finance Office Supply	371.48
Inv 3406693613 Total		371.48

Check Number	Check Date	Amount
206399 Total:		1,062.41
206444	03/21/2019	
Inv	3407391154	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Finance Office Supplies	75.48
Inv 3407391154 Total		75.48
206444 Total:		75.48
206485	03/28/2019	
Inv	3407672435	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/09/2019	MS Office Supplies	210.52
Inv 3407672435 Total		210.52
Inv	3408029682	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	MS Office Supplies	270.06
Inv 3408029682 Total		270.06
Inv	3408029684	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	MS Office Supplies	48.59
Inv 3408029684 Total		48.59
Inv	3408273652	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/10/2019	MS Office Supplies	25.83
Inv 3408273652 Total		25.83
206485 Total:		555.00
306522	04/04/2019	
Inv	3408029685	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	Finance Office Supplies Credit	-70.03
Inv 3408029685 Total		-70.03
Inv	3408571900	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2019	MS Office Supplies	110.04

Check Number	Check Date	Amount
Inv 3408571900 Total		110.04
Inv 3408571902		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	MS Office Supplies	89.89
Inv 3408571902 Total		89.89
Inv 3408762910		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/23/2019	P&B Office Supplies	97.67
03/23/2019	Finance Office Supplies	285.26
Inv 3408762910 Total		382.93
306522 Total:		512.83
STAS219 - Staples Business Advantage Total:		2,205.72
PUST3012 - Stifel, Paul		
206445	03/21/2019	
Inv 695917-1469814		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	Residential Rebate Drought Tolerant Plants	491.44
Inv 695917-1469814 Total		491.44
206445 Total:		491.44
PUST3012 - Stifel, Paul Total:		491.44
STSM1020 - Studio Spectrum		
206446	03/21/2019	
Inv 191285		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/10/2018	Purchase of TV's Labor & Installation Parts	4,789.49
Inv 191285 Total		4,789.49
Inv 191287		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/10/2018	Installation of Granicus System	549.16
Inv 191287 Total		549.16
206446 Total:		5,338.65

Check Number	Check Date		Amount
206486	03/28/2019		
Inv	19029		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/31/2018	City Council December 2018 Broadcast / AV Services		2,220.00
Inv 19029 Total			2,220.00
Inv	19104		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	City Council January 2019 Broadcast / AV Services		1,590.00
Inv 19104 Total			1,590.00
206486 Total:			3,810.00
STSM1020 - Studio Spectrum Total:			9,148.65
SPWS8020 - SupplyWorks			
206487	03/28/2019		
Inv	451654784		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/17/2018	Yard Janitorial Supplies Credit		-43.22
Inv 451654784 Total			-43.22
Inv	458320884		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/10/2018	Yard Janitorial Supplies		764.62
10/10/2018	Yard Janitorial Supplies		1,529.26
Inv 458320884 Total			2,293.88
Inv	467568838		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/04/2018	Yard Janitorial Supplies		996.10
12/04/2018	Yard Janitorial Supplies		1,992.20
Inv 467568838 Total			2,988.30
Inv	475976825		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	Yard Janitorial Supplies		60.86
Inv 475976825 Total			60.86
Inv	476195698		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2019	Yard Janitorial Supplies		1,294.83
02/01/2019	Yard Janitorial Supplies		2,017.99

Check Number	Check Date	Amount
Inv 476195698 Total		3,312.82
206487 Total:		8,612.64
SPWS8020 - SupplyWorks Total:		8,612.64
SUP3041 - Supreme Trophies & Gifts Co		
206488	03/28/2019	
Inv 29978		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2018	Name Badge Juan Esquivel & Nameplate Marc Donohue & Juan Es	26.28
Inv 29978 Total		26.28
206488 Total:		26.28
SUP3041 - Supreme Trophies & Gifts Co Total:		26.28
TECH8025 - Tech Air of California		
306523	04/04/2019	
Inv 04738384		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2019	FD Oxygen Cylinder Rental	157.50
Inv 04738384 Total		157.50
306523 Total:		157.50
TECH8025 - Tech Air of California Total:		157.50
TRBL2013 - Teri Black & Company, LLC		
206447	03/21/2019	
Inv 19-0319-48		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Professional Svcs. to Assist w/ Police Recruitment	9,387.03
Inv 19-0319-48 Total		9,387.03
206447 Total:		9,387.03
TRBL2013 - Teri Black & Company, LLC Total:		9,387.03
THCS8170 - Thales Consulting Solutions for Government		
306524	04/04/2019	
Inv 1894		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
03/29/2018	SCO Report, Annual City Financial Transaction Report FY18	2,200.00
Inv 1894 Total		2,200.00
306524 Total:		2,200.00
THCS8170 - Thales Consulting Solutions for Government Total:		2,200.00
TFGR2010 - The Fresh Gourmet		
306525	04/04/2019	
Inv 336		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/12/2019	\$250 Deposit for Vol. Recog. 4/12/19	250.00
Inv 336 Total		250.00
306525 Total:		250.00
TFGR2010 - The Fresh Gourmet Total:		250.00
SOGA6501 - The Gas Company		
206448	03/21/2019	
Inv 196-493-8529 1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	CNG Fuel for Vehicles	124.80
03/06/2019	CNG Fuel for Vehicles	124.81
03/06/2019	CNG Fuel for Vehicles	124.81
03/06/2019	CNG Fuel for Vehicles	124.81
03/06/2019	CNG Fuel for Vehicles	124.81
Inv 196-493-8529 1 Total		624.04
206448 Total:		624.04
206489	03/28/2019	
Inv 072 519 1300 5		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	17.99
Inv 072 519 1300 5 Total		17.99
Inv 080 919 2900 3		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	431.11
Inv 080 919 2900 3 Total		431.11

Check Number	Check Date	Amount
Inv 080 919 3600 8		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	141.58
Inv 080 919 3600 8 Total		141.58
Inv 083 019 3600 4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	170.30
Inv 083 019 3600 4 Total		170.30
Inv 135 519 3700 9		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	394.33
Inv 135 519 3700 9 Total		394.33
Inv 137 619 3700 5		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	218.13
Inv 137 619 3700 5 Total		218.13
Inv 148 220 0900 8		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	02/14/19-03/18/19	106.12
Inv 148 220 0900 8 Total		106.12
206489 Total:		1,479.56
SOU5030 - The Gas Company Total:		2,103.60
HAFR7000 - The Hartford		
306508 04/04/2019		
Inv 082483680309		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Life Insurance 4/19 Act# 082483680309	796.50
Inv 082483680309 Total		796.50
306508 Total:		796.50
HAFR7000 - The Hartford Total:		796.50
NCC 7777 - The New Chamber of Commerce		
206400 03/14/2019		

Check Number	Check Date	Amount
Inv 6851		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/26/2018	Payment for 8 Labor Law Posters	245.28
Inv 6851 Total		245.28
206400 Total:		245.28
NCC 7777 - The New Chamber of Commerce Total:		245.28
TPNR2010 - The Pin Center		
206490	03/28/2019	
Inv 0319076		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Order of 250 South Pasadena Commissioner Lapels	441.00
Inv 0319076 Total		441.00
206490 Total:		441.00
TPNR2010 - The Pin Center Total:		441.00
TIM4011 - Time Warner Cable		
206401	03/14/2019	
Inv 0224964022819		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	8448-30-008-0224964 Service from 3/8-4/7/19	381.26
Inv 0224964022819 Total		381.26
Inv 0311688030119		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	8448-30-008-0311688 Service from 3/11-4/10/19	1,222.88
Inv 0311688030119 Total		1,222.88
Inv 0311704030119		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	8448-30-008-0311704 Service from 3/11-4/10/19	1,222.88
Inv 0311704030119 Total		1,222.88
Inv 0311712030119		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	8448-30-008-0311712 Service from 3/11-4/10/19	1,190.00
Inv 0311712030119 Total		1,190.00

Check Number	Check Date		Amount
206401 Total:			4,017.02
206449	03/21/2019		
Inv	008 0345504		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/11/2019	02/21/19-03/20/19		360.00
Inv 008 0345504 Total			360.00
206449 Total:			360.00
206491	03/28/2019		
Inv	008 0251967		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/26/2019	1102 Oxley St. 03/22-04/21/19		212.75
03/26/2019	1102 Oxley St. 02/22-03/21/19		210.71
Inv 008 0251967 Total			423.46
Inv	008 0269985		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/26/2019	City Hall 2nd Modern 03/17-04/16/19		174.67
Inv 008 0269985 Total			174.67
Inv	008 0345504		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/26/2019	Water Operations 416 Garfield Ave. Internet 3/21-04/20/19		360.00
Inv 008 0345504 Total			360.00
Inv	899 0029763		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2019	PD Cable 03/16-04/15/19		355.50
Inv 899 0029763 Total			355.50
206491 Total:			1,313.63
306526	04/04/2019		
Inv	008 0070193		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	03/01-04/30/19		157.90
Inv 008 0070193 Total			157.90
306526 Total:			157.90

Check Number	Check Date		Amount
TIM4011 - Time Warner Cable Total:			5,848.55
TRE9241 - Trench Shoring			
306527	04/04/2019		
Inv	1094126-0024		
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/26/2018	K Rail for Hanscom & Illinois Drive		126.00
Inv	1094126-0024 Total		126.00
Inv	1094126-0025		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/05/2018	K Rail Concrete 20		559.00
Inv	1094126-0025 Total		559.00
306527 Total:			685.00
TRE9241 - Trench Shoring Total:			685.00
UMPQ3010 - UMPQUA Bank			
206450	03/21/2019		
Inv	01.31.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	Travel Conference Expense Anthony Kim		225.60
01/31/2019	Travel Conference Expense Angela Loera		225.60
Inv	01.31.19 Total		451.20
Inv	02.01.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2019	Travel Conference Supershuttle Anthony k. /Angela l. / Sheila P.		80.00
Inv	02.01.19 Total		80.00
Inv	02.02.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/01/2019	CS Dept. Camera Maint.		104.33
Inv	02.02.19 Total		104.33
Inv	02.03.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/03/2019	PD Recruitment Interview Hotel Credit Memo		-374.34
Inv	02.03.19 Total		-374.34
Inv	02.07.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
02/07/2019		Coffee for Chinese New Year	16.95
02/07/2019		City Council Dinner	98.54
Inv 02.07.19 Total			115.49
Inv 02.08.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/08/2019		Fire Dept. Materials	437.99
Inv 02.08.19 Total			437.99
Inv 02.11.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/11/2019		Supplies Senior Center	212.15
Inv 02.11.19 Total			212.15
Inv 02.18.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/11/2019		Lunch for Library Staff	119.97
Inv 02.18.19 Total			119.97
Inv 02.20.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/20/2019		Library Interview Oral Board Lunch	52.56
Inv 02.20.19 Total			52.56
Inv 02.21.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/21/2019		City Council Dinner	109.30
Inv 02.21.19 Total			109.30
206450 Total:			1,308.65
206451	03/21/2019		
Inv 01.31.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
01/31/2019		Job Posting of PW Director	875.00
Inv 01.31.19 Total			875.00
Inv 02.26.19			
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/26/2019		Prepaid Global Phone & Sim Card	482.00
Inv 02.26.19 Total			482.00

Check Number	Check Date		Amount
206451 Total:			1,357.00
206452	03/21/2019		
Inv	02.15.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/15/2019	City Manager League of Cities Conference		627.77
Inv 02.15.19 Total			627.77
206452 Total:			627.77
UMPQVTRV - UMPQUA Bank Total:			3,293.42
UMPQ1226 - UMPQUA Bank			
206453	03/21/2019		
Inv	02.27.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	City Manager Lunch w/ Transportation Sec.		42.77
Inv 02.27.19 Total			42.77
206453 Total:			42.77
206454	03/21/2019		
Inv	02.19.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/19/2019	Construction Network Meeting		89.00
02/19/2019	Construction Network Meeting		89.00
Inv 02.19.19 Total			178.00
206454 Total:			178.00
206455	03/21/2019		
Inv	01.31.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	Shila P. Conference		225.60
Inv 01.31.19 Total			225.60
Inv	02.05.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	Job Posting		100.00
Inv 02.05.19 Total			100.00
206455 Total:			325.60

Check Number	Check Date		Amount
206456	03/21/2019		
Inv	02.06.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/06/2019	PD Fuel Charges		18.59
Inv 02.06.19 Total			18.59
Inv	02.08.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/08/2019	PD Fuel Charges		17.88
Inv 02.08.19 Total			17.88
Inv	02.13.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/13/2019	PD Fuel Charges		17.63
Inv 02.13.19 Total			17.63
Inv	03.18.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2019	PD Fuel Charges		19.83
Inv 03.18.19 Total			19.83
Inv	03.20.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2019	PD Fuel Charges		15.97
Inv 03.20.19 Total			15.97
206456 Total:			89.90
206457	03/21/2019		
Inv	01.31.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/31/2019	Mcal Expense		74.33
Inv 01.31.19 Total			74.33
Inv	02.06.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/06/2019	Meal Expense		23.14
Inv 02.06.19 Total			23.14
Inv	02.07.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/07/2019	Meal Expense		51.99
Inv 02.07.19 Total			51.99

Check Number	Check Date	Amount
206457 Total:		149.46
206458	03/21/2019	
Inv	02.27.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/27/2019	EB General Assembly Marina K.	81.20
Inv 02.27.19 Total		81.20
206458 Total:		81.20
UMPQVTCF - UMPQUA Bank Total:		866.93
UNIO7221 - Union Bank MUFG		
306528	04/04/2019	
Inv	6711646799	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/02/2019	Downtown Revitalization Redevelopment Tax Bonds	-2,139.30
04/02/2019	Downtown Revitalization Redevelopment Tax Bonds	130,000.00
04/02/2019	Downtown Revitalization Redevelopment Tax Bonds	32,785.00
Inv 6711646799 Total		160,645.70
306528 Total:		160,645.70
UNIO7221 - Union Bank MUFG Total:		160,645.70
UPP7789 - Upper S.G.Mun. Water Dist.		
206492	03/28/2019	
Inv	2/02-19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	MWD Water Supply Charge Kolle Ave. / Monterey Rd. 2/19	71.67
Inv 2/02-19 Total		71.67
206492 Total:		71.67
UPP7789 - Upper S.G.Mun. Water Dist. Total:		71.67
VALD4011 - Valdez, Catalina		
206459	03/21/2019	
Inv	03.14.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	Reimb. for incurred expense to procure Post Basic Training. Mater.	580.55
Inv 03.14.19 Total		580.55

Check Number	Check Date	Amount
206459 Total:		580.55
VALD4011 - Valdez, Catalina Total:		580.55
VEBU3010 - Verizon Business Svcs		
206493	03/28/2019	
Inv	71078072	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	Phone Conferencing Svcs 1/19	0.63
Inv 71078072 Total		0.63
206493 Total:		0.63
VEBU3010 - Verizon Business Svcs Total:		0.63
VERW6711 - Verizon Wireless		
206402	03/14/2019	
Inv	9824994494	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/26/2019	270619951-00004 - Police Phones/Devices	509.14
Inv 9824994494 Total		509.14
206402 Total:		509.14
VERW6711 - Verizon Wireless Total:		509.14
VUL6601 - Vulcan Materials Co. & Affiliates		
206460	03/21/2019	
Inv	72122279	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Cold Mix, Crushed Aggregate Base & Concrete Sand	1,802.57
Inv 72122279 Total		1,802.57
206460 Total:		1,802.57
206494	03/28/2019	
Inv	72134125	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	Cold Mix, Crushed Aggregate Base & Concrete Sand	886.95
Inv 72134125 Total		886.95

Check Number	Check Date	Amount
206494 Total:		886.95
VUL6601 - Vulcan Materials Co. & Affiliates Total:		2,689.52
WFGO6712 - Wells Fargo Bank		
206403	03/14/2019	
Inv 1672310		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	Finance/ Planning Copier	2,000.00
Inv 1672310 Total		2,000.00
206403 Total:		2,000.00
WFGO6712 - Wells Fargo Bank Total:		2,000.00
XRXF5010 - Xerox Financial Svcs		
206495	03/28/2019	
Inv 1541949		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	FD Copier Lease Payment 3/10/19-4/9/19	1,893.11
Inv 1541949 Total		1,893.11
Inv 1552326		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/10/2019	FD Copier Lease Payment 3/06/19-4/5/19	273.17
Inv 1552326 Total		273.17
206495 Total:		2,166.28
XRXF5010 - Xerox Financial Svcs Total:		2,166.28
Total:		561,219.54

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: calvarez
 Printed: 04/10/2019 - 9:42AM



Check Number	Check Date		Amount
AEAH8021 - AED Institute of America Inc.			
306529	04/17/2019		
Inv	030719M2		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/07/2019	AED Readiness Equipment Renewal		300.00
Inv 030719M2 Total			300.00
306529 Total:			300.00
AEAH8021 - AED Institute of America Inc. Total:			300.00
ASOP8030 - Aire Serv of Pasadena			
306530	04/17/2019		
Inv	56294852		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	Purchase / Installation of Wall Mounted Heating & Cooling units		11,728.99
Inv 56294852 Total			11,728.99
306530 Total:			11,728.99
ASOP8030 - Aire Serv of Pasadena Total:			11,728.99
ACMT2920 - All City Management			
306531	04/17/2019		
Inv	59891		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	School Crossing Guard Services 2/10-2/23/19		5,974.49
Inv 59891 Total			5,974.49
Inv	60158		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	School Crossing Guard Services 2/24-03/09/19		7,618.03
Inv 60158 Total			7,618.03
306531 Total:			13,592.52

Check Number	Check Date	Amount
ACMT2920 - All City Management Total:		13,592.52
AIS0107 - Alliant Insurance Svcs, Inc.		
306532	04/17/2019	
Inv	01/19-03/31/19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	Special Events Reporting 1/1-3/31/19	96.39
03/22/2019	Special Events Reporting 1/1-3/31/19	96.39
03/22/2019	Special Events Reporting 1/1-3/31/19	96.39
03/22/2019	Special Events Reporting 1/1-3/31/19	141.00
Inv 01/19-03/31/19 Total		430.17
306532 Total:		430.17
AIS0107 - Alliant Insurance Svcs, Inc. Total:		430.17
ASMP2910 - Always Smiling Productions, Atten: Athena 106		
306533	04/17/2019	
Inv	03.26.19	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	Refund Film Deposit	35.00
Inv 03.26.19 Total		35.00
306533 Total:		35.00
ASMP2910 - Always Smiling Productions, Atten: Athena 106 Total:		35.00
AMPM5011 - AM/PM Door, Inc.		
306534	04/17/2019	
Inv	41449-37666	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	CNG Station Gate Repair - Preventitve Maintenance	92.94
02/25/2019	CNG Station Gate Repair - Preventitve Maintenance	92.94
02/25/2019	CNG Station Gate Repair - Preventitve Maintenance	92.95
02/25/2019	CNG Station Gate Repair - Preventitve Maintenance	92.95
02/25/2019	CNG Station Gate Repair - Preventitve Maintenance	92.95
Inv 41449-37666 Total		464.73
306534 Total:		464.73
AMPM5011 - AM/PM Door, Inc. Total:		464.73
AASI6010 - American Asphalt South Inc.		
306535	04/17/2019	

Check Number	Check Date	Amount
Inv 618-016		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2018	Mission Street Improvement Project 2016-04	11,486.25
Inv 618-016 Total		11,486.25
306535 Total:		11,486.25
AASI6010 - American Asphalt South Inc. Total:		11,486.25
AMBB9289 - American Business Bank		
306536	04/17/2019	
Inv 7		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Graves Reservoir Project Escrow Account for Project Retention	64,789.00
Inv 7 Total		64,789.00
306536 Total:		64,789.00
AMBB9289 - American Business Bank Total:		64,789.00
APWA6010 - APWA Southern CA Chapter		
306537	04/17/2019	
Inv 813677		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/03/2019	2019 Membeship Kristine Courdy ID: 813677	252.50
Inv 813677 Total		252.50
306537 Total:		252.50
APWA6010 - APWA Southern CA Chapter Total:		252.50
ARA0260 - Aramark Uniform Services		
306538	04/17/2019	
Inv 000533703125		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/11/2018	Uniform Svcs.	15.20
10/11/2018	Uniform Svcs.	14.19
10/11/2018	Uniform Svcs.	29.00
10/11/2018	Uniform Svcs.	149.00
10/11/2018	Uniform Svcs.	24.62
10/11/2018	Uniform Svcs.	31.30
10/11/2018	Uniform Svcs.	38.89
Inv 000533703125 Total		302.20

Check Number	Check Date	Amount
Inv	000533720355	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/18/2018	Uniform Svcs.	31.30
10/18/2018	Uniform Svcs.	15.33
10/18/2018	Uniform Svcs.	20.00
10/18/2018	Uniform Svcs.	14.50
10/18/2018	Uniform Svcs.	24.00
10/18/2018	Uniform Svcs.	38.89
10/18/2018	Uniform Svcs.	24.62
Inv 000533720355 Total		168.64
306538 Total:		470.84
ARA0260 - Aramark Uniform Services Total:		470.84
AMST8020 - Armstrong Lock & Safe		
306539	04/17/2019	
Inv	64400	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/04/2018	Duplication of keys.	78.84
Inv 64400 Total		78.84
306539 Total:		78.84
AMST8020 - Armstrong Lock & Safe Total:		78.84
ARR8011 - Arroyo Parkway Self Storage		
306540	04/17/2019	
Inv	64222	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Rental of storage facility for archival library materials	262.00
Inv 64222 Total		262.00
306540 Total:		262.00
ARR8011 - Arroyo Parkway Self Storage Total:		262.00
BEE9190 - B & E Engineers		
306541	04/17/2019	
Inv	15435	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Partial Payment for Pocket Park Surveys	2,080.00
Inv 15435 Total		2,080.00

Check Number	Check Date	Amount
306541 Total:		2,080.00
BEE9190 - B & E Engineers Total:		2,080.00
SKBY4610 - Babayan, Shake		
306542	04/17/2019	
Inv	222141826	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	Citation Dismissed in Admin. Hearing 222141826	108.00
Inv 222141826 Total		108.00
306542 Total:		108.00
SKBY4610 - Babayan, Shake Total:		108.00
BAVC6010 - Backflow Apparatus & Valve Co.		
306543	04/17/2019	
Inv	854353	
<u>Line Item Date</u>	<u>Line Item Description</u>	
05/11/2019	Purchase of Backflow Assemblies CityWide	939.37
Inv 854353 Total		939.37
306543 Total:		939.37
BAVC6010 - Backflow Apparatus & Valve Co. Total:		939.37
BAK0369 - Baker & Taylor Books		
306544	04/17/2019	
Inv	3022636151	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/18/2019	Books	39.83
Inv 3022636151 Total		39.83
Inv	3022657820	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Books	44.04
Inv 3022657820 Total		44.04
Inv	3022669574	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Books	35.32
Inv 3022669574 Total		35.32

Check Number	Check Date	Amount
Inv 4012446685		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/25/2019	Books	346.94
Inv 4012446685 Total		346.94
Inv 4012447185		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/24/2019	Books	39.12
Inv 4012447185 Total		39.12
Inv 4012447191		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/28/2019	Books	770.17
Inv 4012447191 Total		770.17
Inv 4012450643		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/30/2019	Books	386.31
Inv 4012450643 Total		386.31
Inv 4012451554		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/29/2019	Books	30.17
Inv 4012451554 Total		30.17
Inv 4012452849		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Books	177.57
Inv 4012452849 Total		177.57
Inv 4012453937		
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2019	Books	75.47
Inv 4012453937 Total		75.47
Inv 4012453958		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/04/2019	Books	762.99
Inv 4012453958 Total		762.99
Inv 4012453968		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
02/04/2019	Books	1,553.23
Inv 4012453968	Total	1,553.23
Inv 4012457263		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/06/2019	Books	345.73
Inv 4012457263	Total	345.73
Inv 4012463293		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	Books	526.15
Inv 4012463293	Total	526.15
Inv 4012464004		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/12/2019	Books	17.04
Inv 4012464004	Total	17.04
Inv 4012464050		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/14/2019	Books	237.63
Inv 4012464050	Total	237.63
Inv 4012466151		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/14/2019	Books	111.36
Inv 4012466151	Total	111.36
Inv 4012472872		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/25/2019	Books	465.89
Inv 4012472872	Total	465.89
Inv 4012475206		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/27/2019	Books	596.56
Inv 4012475206	Total	596.56
Inv 4012476950		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/26/2019	Books	29.21
Inv 4012476950	Total	29.21

Check Number	Check Date	Amount
Inv 4012479914		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	Books	268.99
Inv 4012479914 Total		268.99
Inv 4012483224		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Books	684.92
Inv 4012483224 Total		684.92
Inv 4012486014		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Books	187.23
Inv 4012486014 Total		187.23
Inv 4012488408		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Books	409.02
Inv 4012488408 Total		409.02
Inv 4012492248		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	Books	253.12
Inv 4012492248 Total		253.12
Inv 4012496849		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	Books	15.73
Inv 4012496849 Total		15.73
Inv 4012502477		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	Books	31.47
Inv 4012502477 Total		31.47
306544 Total:		8,441.21
BAK0369 - Baker & Taylor Books Total:		8,441.21
BAK0366 - Baker & Taylor Entertainment		
306545	04/17/2019	
Inv H25234240		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
01/23/2019		CDs, DVDs & Other Library Materials	102.01
		Inv H25234240 Total	102.01
		Inv H26364900	
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/05/2019		CDs, DVDs & Other Library Materials	172.76
		Inv H26364900 Total	172.76
		Inv H26939970	
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/11/2019		CDs, DVDs & Other Library Materials	11.96
		Inv H26939970 Total	11.96
		Inv H28656910	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/01/2019		CDs, DVDs & Other Library Materials	170.84
		Inv H28656910 Total	170.84
		Inv H30326800	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/18/2019		CDs, DVDs & Other Library Materials	270.77
		Inv H30326800 Total	270.77
		Inv H31038410	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/25/2019		CDs, DVDs & Other Library Materials	88.60
		Inv H31038410 Total	88.60
		Inv T00196690	
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/26/2019		CDs, DVDs & Other Library Materials	103.80
		Inv T00196690 Total	103.80
		Inv T00368600	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/01/2019		CDs, DVDs & Other Library Materials	32.41
		Inv T00368600 Total	32.41
		Inv T00368690	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/01/2019		CDs, DVDs & Other Library Materials	196.83
		Inv T00368690 Total	196.83

Check Number	Check Date	Amount
Inv	T00368800	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	CDs, DVDs & Other Library Materials	485.25
Inv T00368800 Total		485.25
Inv	T00407120	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	CDs, DVDs & Other Library Materials	121.54
Inv T00407120 Total		121.54
Inv	T00590100	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	CDs, DVDs & Other Library Materials	84.52
Inv T00590100 Total		84.52
Inv	T00667490	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	CDs, DVDs & Other Library Materials	11.33
Inv T00667490 Total		11.33
Inv	T00789640	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2019	CDs, DVDs & Other Library Materials	16.20
Inv T00789640 Total		16.20
Inv	T00791490	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2019	CDs, DVDs & Other Library Materials	26.25
Inv T00791490 Total		26.25
Inv	T01005680	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	CDs, DVDs & Other Library Materials	20.25
Inv T01005680 Total		20.25
Inv	T01038850	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	CDs, DVDs & Other Library Materials	114.60
Inv T01038850 Total		114.60
Inv	T01162370	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	CDs, DVDs & Other Library Materials	16.20

Check Number	Check Date	Amount
Inv T01162370	Total	16.20
Inv	T01186920	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	CDs, DVDs & Other Library Materials	20.50
Inv T01186920	Total	20.50
Inv	T01191870	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	CDs, DVDs & Other Library Materials	19.44
Inv T01191870	Total	19.44
Inv	T01379490	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	CDs, DVDs & Other Library Materials	24.60
Inv T01379490	Total	24.60
Inv	T01444700	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/19/2019	CDs, DVDs & Other Library Materials	147.15
Inv T01444700	Total	147.15
Inv	T01641760	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	CDs, DVDs & Other Library Materials	22.15
Inv T01641760	Total	22.15
Inv	T01658350	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	CDs, DVDs & Other Library Materials	28.73
Inv T01658350	Total	28.73
Inv	T01721870	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	CDs, DVDs & Other Library Materials	20.50
Inv T01721870	Total	20.50
Inv	T01817110	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	CDs, DVDs & Other Library Materials	621.71
Inv T01817110	Total	621.71

Check Number	Check Date	Amount
Inv	T01829290	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	CDs, DVDs & Other Library Materials	10.65
Inv T01829290 Total		10.65
Inv	T01846860	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	CDs, DVDs & Other Library Materials	137.08
Inv T01846860 Total		137.08
Inv	T01905410	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	CDs, DVDs & Other Library Materials	14.77
Inv T01905410 Total		14.77
Inv	T01997350	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	CDs, DVDs & Other Library Materials	9.71
Inv T01997350 Total		9.71
Inv	T98631360	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/29/2019	CDs, DVDs & Other Library Materials	86.19
Inv T98631360 Total		86.19
Inv	T99056050	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/05/2019	CDs, DVDs & Other Library Materials	55.00
Inv T99056050 Total		55.00
Inv	T99136120	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/05/2019	CDs, DVDs & Other Library Materials	20.50
Inv T99136120 Total		20.50
Inv	T99138270	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/05/2019	CDs, DVDs & Other Library Materials	110.12
Inv T99138270 Total		110.12
Inv	T99451870	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/11/2019	CDs, DVDs & Other Library Materials	16.07

Check Number	Check Date	Amount
Inv T99451870 Total		16.07
Inv T99466470		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/12/2019	CDs, DVDs & Other Library Materials	143.43
Inv T99466470 Total		143.43
Inv T99466700		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/11/2019	CDs, DVDs & Other Library Materials	9.71
Inv T99466700 Total		9.71
Inv T99489820		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	CDs, DVDs & Other Library Materials	112.60
Inv T99489820 Total		112.60
Inv T99869620		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	CDs, DVDs & Other Library Materials	88.99
Inv T99869620 Total		88.99
Inv T99882950		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/19/2019	CDs, DVDs & Other Library Materials	28.34
Inv T99882950 Total		28.34
306545 Total:		3,794.06
BAK0366 - Baker & Taylor Entertainment Total:		3,794.06
MCBS5270 - Bernstein, Michael		
306546	04/17/2019	
Inv R98620/100224		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/27/2019	Refund for Rental of Garfield Park Gazebo	37.50
Inv R98620/100224 Total		37.50
306546 Total:		37.50
MCBS5270 - Bernstein, Michael Total:		37.50

Check Number	Check Date		Amount
WON6400 - Bob Wondries Ford			
306547	04/17/2019		
Inv	575488		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/31/2018	Vehicular repairs #0134 replace battery, clean		149.83
Inv 575488 Total			149.83
Inv	580534		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2019	Repair Horn for Unit #19		170.00
Inv 580534 Total			170.00
306547 Total:			319.83
WON6400 - Bob Wondries Ford Total:			319.83
BTLF6010 - Boething Treeland Farms			
306548	04/17/2019		
Inv	SI-1179873		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	Purchase of Street Trees		707.10
Inv SI-1179873 Total			707.10
306548 Total:			707.10
BTLF6010 - Boething Treeland Farms Total:			707.10
DABN8267 - Bohan, Diana			
306549	04/17/2019		
Inv	Mar. 2019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Class Instructor Yoga Mar. 2019		243.20
Inv Mar. 2019 Total			243.20
306549 Total:			243.20
DABN8267 - Bohan, Diana Total:			243.20
PMAB8021 - Budka, Pamela Avry			
306550	04/17/2019		
Inv	Mar. 2019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Class Substitutue Instructor Mar. 2019		128.00

Check Number	Check Date	Amount
Inv Mar. 2019 Total		128.00
		<hr/>
306550 Total:		128.00
		<hr/>
PMAB8021 - Budka, Pamela Avry Total:		128.00
CAL5236 - CA Linen Services		
306551	04/17/2019	
Inv 1616133		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Department Supplies.	103.26
Inv 1616133 Total		103.26
Inv 1618412		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/18/2019	Department Supplies.	67.50
Inv 1618412 Total		67.50
Inv 1620699		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	FD Dept Supplies	112.79
Inv 1620699 Total		112.79
Inv 1622964		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	FD Dept Supplies	89.27
Inv 1622964 Total		89.27
		<hr/>
306551 Total:		372.82
		<hr/>
CAL5236 - CA Linen Services Total:		372.82
CAME2015 - CA Maintenance & Environmental		
306552	04/17/2019	
Inv 29428		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/04/2019	Quarterly Healy Injection at City Yard - Curb Hose	250.00
Inv 29428 Total		250.00
Inv 29502		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/04/2019	Quarterly Inspection at City Yard - Requirement to Replace Hoscs	424.59
Inv 29502 Total		424.59

Check Number	Check Date	Amount
Inv 29548		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Underground Storage Tank Diagnose and Repair	125.00
Inv 29548 Total		125.00
Inv 29571		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/15/2019	Underground Storage Tank Diagnose and Repair	171.94
Inv 29571 Total		171.94
306552 Total:		971.53
CAME2015 - CA Maintenance & Environmental Total:		971.53
DACA4011 - Calderon, David		
306553	04/17/2019	
Inv 031219		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Reimbursement for expenses personally incurred to purchase req.	50.00
Inv 031219 Total		50.00
306553 Total:		50.00
DACA4011 - Calderon, David Total:		50.00
CALB4011 - Calibre Press		
306554	04/17/2019	
Inv 69586		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/02/2019	Det. Dubois Training Class 07.15.19	159.00
Inv 69586 Total		159.00
306554 Total:		159.00
CALB4011 - Calibre Press Total:		159.00
CFSS5010 - CallBack Staffing Solutions LLC		
306555	04/17/2019	
Inv 0012010		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	Contract Svcs. - Command Sharing 4/1-4/30/19	99.99

Check Number	Check Date	Amount
Inv 0012010 Total		99.99
306555 Total:		99.99
CFSS5010 - CallBack Staffing Solutions LLC Total:		99.99
CAN0607 - Cantu Graphics		
306556	04/17/2019	
Inv 5264		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/03/2018	24x56 Coralplast Signs	93.08
Inv 5264 Total		93.08
Inv 5480		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	24x36 Coralplast Signs	59.13
Inv 5480 Total		59.13
Inv 5505		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Pre/Post Inspection Sheet Pad Transit Divison	131.40
Inv 5505 Total		131.40
Inv 5511		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	24x36 Promotional Items	59.13
Inv 5511 Total		59.13
Inv 5512		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	24x36 Promotional Items	59.13
Inv 5512 Total		59.13
Inv 5518		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/20/2019	43x43 Matte Poster Fire Dept.	91.82
Inv 5518 Total		91.82
306556 Total:		493.69
CAN0607 - Cantu Graphics Total:		493.69
CAN6710 - CA-NV Section, AWWA		

Check Number	Check Date		Amount
306557	04/17/2019		
Inv 3889			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/21/2019	Seminar for Manging Main Breaks Jose Almeda		215.00
Inv 3889 Total			215.00
306557 Total:			215.00
CAN6710 - CA-NV Section, AWWA Total:			215.00
MTCR4610 - Carless, Matthew			
306558	04/17/2019		
Inv 233129541			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/08/2019	Citation 233129541 Dimissed in Admin. Hearing		50.00
Inv 233129541 Total			50.00
306558 Total:			50.00
MTCR4610 - Carless, Matthew Total:			50.00
CAT0700 - Catering Systems Inc.			
306559	04/17/2019		
Inv 5024			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/10/2019	Sr. Center Meals w/ 03/04-03/08/19		1,749.60
Inv 5024 Total			1,749.60
Inv 5032			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/17/2019	Sr. Center Meals w/ 03/11-03/16/19		2,154.60
Inv 5032 Total			2,154.60
Inv 5039			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/23/2019	Sr. Center Meals w/ 03/19-03/23/19		1,873.80
Inv 5039 Total			1,873.80
306559 Total:			5,778.00
CAT0700 - Catering Systems Inc. Total:			5,778.00

Check Number	Check Date		Amount
CBE5011 - CBE Los Angeles			
306560	04/17/2019		
Inv	IN2125283		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/20/2019	Contract charges 2/20/19-3/19/19		31.49
Inv IN2125283 Total			31.49
306560 Total:			31.49
CBE5011 - CBE Los Angeles Total:			31.49
CHE6010 - Chem Pro Laboratory, Inc.			
306561	04/17/2019		
Inv	646081		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/23/2019	Cooling Tower Drain & Service Feb 2018		164.00
Inv 646081 Total			164.00
306561 Total:			164.00
CHE6010 - Chem Pro Laboratory, Inc. Total:			164.00
SOU5340 - City of South Pasadena-Library Petty Cash			
306562	04/17/2019		
Inv	03.22.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2019	Reimb. Petty Cash		154.00
03/22/2019	Reimb. Petty Cash		70.75
Inv 03.22.19 Total			224.75
306562 Total:			224.75
SOU5340 - City of South Pasadena-Library Petty Cash Total:			224.75
CMME4011 - Commline Inc.			
306563	04/17/2019		
Inv	0140592-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/05/2019	Emergency Preparedness & Disaster Operations		3,225.00
Inv 0140592-IN Total			3,225.00
Inv	0142673-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
03/19/2019	Emergency Preparedness & Disaster Multi-Unit Impress Charges	4,560.00
Inv 0142673-IN Total		4,560.00
306563 Total:		7,785.00
CMME4011 - Commline Inc. Total:		7,785.00
COO0695 - Cook Fire Extinguisher Co		
306564	04/17/2019	
Inv 18272		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/16/2019	FD CERT	197.55
Inv 18272 Total		197.55
Inv 18273		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	FD Build. Maint.	179.51
Inv 18273 Total		179.51
306564 Total:		377.06
COO0695 - Cook Fire Extinguisher Co Total:		377.06
CRMN6010 - Core & Main LP		
306565	04/17/2019	
Inv J886723		
<u>Line Item Date</u>	<u>Line Item Description</u>	
12/18/2018	Meters in Various sizes to upgrade old meters	24,927.78
Inv J886723 Total		24,927.78
306565 Total:		24,927.78
CRMN6010 - Core & Main LP Total:		24,927.78
CRCC6410 - Corona Clay Company		
306566	04/17/2019	
Inv 10908		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/26/2019	Purchase of baseball field clay	6,023.80
Inv 10908 Total		6,023.80
306566 Total:		6,023.80

Check Number	Check Date	Amount
CRCC6410 - Corona Clay Company Total:		6,023.80
CLAP8180 - County of Los Angeles		
306567	04/17/2019	
Inv	REPW19031104191	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	County of LA Dept. Public Works Timing Sheet Preperation	1,684.95
Inv	REPW19031104191 Total	1,684.95
306567 Total:		1,684.95
CLAP8180 - County of Los Angeles Total:		1,684.95
DSP0755 - D & S Printing		
306568	04/17/2019	
Inv	8162	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/30/2019	Copy of 500 Roofing Permits	312.08
Inv	8162 Total	312.08
Inv	8195	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/19/2019	450 Invitations & envelopes for the 2018 Volunteer Reco. Luncheon	454.43
Inv	8195 Total	454.43
Inv	8196	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/20/2019	40 Inspection Request Pads	153.30
Inv	8196 Total	153.30
Inv	8216	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Library Printing & Duplication	109.50
Inv	8216 Total	109.50
Inv	8217	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	500 "Ray Bradbury Live" Postcards	163.16
Inv	8217 Total	163.16
Inv	8220	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
03/14/2019		Recreation Division Envelopes (#10-1000 quantity)	153.30
Inv 8220 Total			153.30
Inv 8234			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/29/2019		500 Plumbing Permit Applications	323.03
Inv 8234 Total			323.03
Inv 8235			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/29/2019		500 Grading Permit Applications	323.03
Inv 8235 Total			323.03
306568 Total:			1,991.83
DSP0755 - D & S Printing Total:			1,991.83
FLMG5260 - De Maria Gonzalez, Flor			
306569	04/17/2019		
Inv 06527			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/06/2019		Requested Refund for Lost & Paid Library Materials	8.00
Inv 06527 Total			8.00
306569 Total:			8.00
FLMG5260 - De Maria Gonzalez, Flor Total:			8.00
DOJ4011 - Dept of Justice			
306570	04/17/2019		
Inv 361363			
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/04/2019		Applicant fingerprinting Dec 2018	386.00
Inv 361363 Total			386.00
306570 Total:			386.00
DOJ4011 - Dept of Justice Total:			386.00
DIG0800 - Digital Telecommunications Corp			
306571	04/17/2019		

Check Number	Check Date	Amount
Inv 33825		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/20/2019	Equipment Maint. Installation of Phone Jack & Cable	405.00
Inv 33825 Total		405.00
306571 Total:		405.00
DIG0800 - Digital Telecommunications Corp Total:		405.00
DDL8010 - Dr. Detail Ph.D		
306572	04/17/2019	
Inv 1799		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Building Maint. Spot Cleaning Lib. 1st Floor Carpet	195.00
Inv 1799 Total		195.00
306572 Total:		195.00
DDL8010 - Dr. Detail Ph.D Total:		195.00
EBS1007 - EBSCO Subscription Services		
306573	04/17/2019	
Inv 1902359		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	Library Periodicals	507.87
Inv 1902359 Total		507.87
306573 Total:		507.87
EBS1007 - EBSCO Subscription Services Total:		507.87
ENT5426 - Entenmann-Rovin		
306574	04/17/2019	
Inv 0141741-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/05/2019	12 Blue - Yellow Award Bars.	309.01
Inv 0141741-IN Total		309.01
306574 Total:		309.01
ENT5426 - Entenmann-Rovin Total:		309.01

Check Number	Check Date		Amount
EURO6710 - Eurofins Eaton Analytical			
306575	04/17/2019		
Inv	L0437254		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Lab Svcs		60.00
Inv L0437254 Total			60.00
Inv	L0437255		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Lab Svcs		60.00
Inv L0437255 Total			60.00
Inv	L0437258		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	Lab Svcs		10.00
Inv L0437258 Total			10.00
Inv	L0437733		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Lab Svcs		60.00
Inv L0437733 Total			60.00
Inv	L0437734		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Lab Svcs		60.00
Inv L0437734 Total			60.00
Inv	L0437736		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	Lab Svcs		60.00
Inv L0437736 Total			60.00
Inv	L0439359		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/06/2019	Lab Svcs		127.00
Inv L0439359 Total			127.00
Inv	L0439503		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/06/2019	Lab Svcs		60.00
Inv L0439503 Total			60.00

Check Number	Check Date	Amount
Inv	L0439504	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Lab Svcs	60.00
Inv L0439504 Total		60.00
Inv	L0439505	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Lab Svcs	60.00
Inv L0439505 Total		60.00
Inv	L0439506	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Lab Svcs	60.00
Inv L0439506 Total		60.00
Inv	L0439507	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Lab Svcs	60.00
Inv L0439507 Total		60.00
Inv	L0440352	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Lab Svcs	60.00
Inv L0440352 Total		60.00
Inv	L0440353	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Lab Svcs	60.00
Inv L0440353 Total		60.00
Inv	L0440354	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Lab Svcs	60.00
Inv L0440354 Total		60.00
Inv	L0440355	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Lab Svcs	60.00
Inv L0440355 Total		60.00
Inv	L0440356	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/11/2019	Lab Svcs	60.00

Check Number	Check Date		Amount
	03/13/2019	Lab Svcs	60.00
	Inv L0440356 Total		120.00
	Inv L0440690		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/13/2019	Lab Svcs	127.00
	Inv L0440690 Total		127.00
	Inv L0440943		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/21/2019	Lab Svcs	300.00
	Inv L0440943 Total		300.00
	Inv L0440950		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/13/2019	Lab Svcs	60.00
	Inv L0440950 Total		60.00
	Inv L0441169		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/15/2019	Lab Svcs	46.00
	Inv L0441169 Total		46.00
	Inv L0442234		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/21/2019	Lab Svcs	127.00
	Inv L0442234 Total		127.00
	Inv L0442618		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/22/2019	Lab Svcs	60.00
	Inv L0442618 Total		60.00
	Inv L0442635		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/22/2019	Lab Svcs	60.00
	Inv L0442635 Total		60.00
	Inv L0442636		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/22/2019	Lab Svcs	60.00
	Inv L0442636 Total		60.00

Check Number	Check Date		Amount
Inv	L0442637		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2019	Lab Svcs		60.00
Inv L0442637 Total			60.00
Inv	L0442638		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/22/2019	Lab Svcs		60.00
Inv L0442638 Total			60.00
306575 Total:			2,057.00
EURO6710 - Eurofins Eaton Analytical Total:			2,057.00
FJE2010 - Fjeldsted, Steven			
306576	04/17/2019		
Inv	065622		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/09/2019	Advertising posting of 2/16/19 "Chasing Trane" Library Arts		75.00
Inv 065622 Total			75.00
306576 Total:			75.00
FJE2010 - Fjeldsted, Steven Total:			75.00
FOO7777 - Foothill Lock & Key			
306577	04/17/2019		
Inv	11286		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/23/2019	Pad Locks for water distribution		498.01
Inv 11286 Total			498.01
306577 Total:			498.01
FOO7777 - Foothill Lock & Key Total:			498.01
FRJM4610 - Friedrich, James			
306578	04/17/2019		
Inv	233127815		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	Citation Overpayment 233127815		58.00
Inv 233127815 Total			58.00

Check Number	Check Date	Amount
306578 Total:		58.00
FRJM4610 - Friedrich, James Total:		58.00
GALS5010 - Galls		
306579	04/17/2019	
Inv	012106065	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Flashlight charger; dress LAPD cap; LAPD cap w/LAPD buttons	271.86
Inv 012106065 Total		271.86
306579 Total:		271.86
GALS5010 - Galls Total:		271.86
GAR5011 - Garvey Equipment Co		
306580	04/17/2019	
Inv	118105	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/22/2019	Chain Saw Maintenance	232.81
Inv 118105 Total		232.81
306580 Total:		232.81
GAR5011 - Garvey Equipment Co Total:		232.81
THRS910 - George L.Throop Co.		
306581	04/17/2019	
Inv	3736	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Supplies for Sidewalk/Curb Repairs	196.14
Inv 3736 Total		196.14
Inv	4204	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/27/2019	Supplies for Sidewalk/Curb Repairs	196.42
Inv 4204 Total		196.42
Inv	4643	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Supplies for Sidewalk/ Curb Repairs	262.09

Check Number	Check Date	Amount
Inv 4643 Total		262.09
306581 Total:		654.65
THR5910 - George L.Throop Co. Total:		654.65
MRGY3012 - Gergely, Martha		
306582	04/17/2019	
Inv 03.15.19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/15/2019	Resid, Rebate HET Acct# 0000697654-001487184	100.00
Inv 03.15.19 Total		100.00
306582 Total:		100.00
MRGY3012 - Gergely, Martha Total:		100.00
GLOB2029 - Global Equipment Company Inc.		
306583	04/17/2019	
Inv 113915582		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2019	Saftey Jackets for Streets, Sewers, Street Trees	140.00
02/22/2019	Saftey Jackets for Streets, Sewers, Street Trees	378.11
02/22/2019	Saftey Jackets for Streets, Sewers, Street Trees	321.80
Inv 113915582 Total		839.91
306583 Total:		839.91
GLOB2029 - Global Equipment Company Inc. Total:		839.91
GSFM9258 - Golden Sun Firm & Co.		
306584	04/17/2019	
Inv 3		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2019	WMB Improvement Project	49,328.75
Inv 3 Total		49,328.75
Inv 4		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2019	WMB Improvement Project	10,835.10
Inv 4 Total		10,835.10
306584 Total:		60,163.85

Check Number	Check Date	Amount
GSFM9258 - Golden Sun Firm & Co. Total:		60,163.85
GPPT9090 - Gopher Patrol		
306585	04/17/2019	
Inv	337533	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/27/2019	Gopher Patrol	250.00
Inv 337533 Total		250.00
Inv	339674	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Gopher Patrol	250.00
Inv 339674 Total		250.00
Inv	340016	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2019	Gopher Patrol	95.00
Inv 340016 Total		95.00
306585 Total:		595.00
GPPT9090 - Gopher Patrol Total:		595.00
GRA1244 - Graffiti Control Systems		
306586	04/17/2019	
Inv	SPAS0219	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Citywide Graffiti Removal	803.60
Inv SPAS0219 Total		803.60
306586 Total:		803.60
GRA1244 - Graffiti Control Systems Total:		803.60
GRE6116 - Great Match Consulting		
306587	04/17/2019	
Inv	1690003965	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Temporary Personnel for Parks Division	823.20
Inv 1690003965 Total		823.20

Check Number	Check Date	Amount
306587 Total:		823.20
GREA6116 - Great Match Consulting Total:		823.20
GRE1270 - Greg's Automotive Services		
306588	04/17/2019	
Inv	14364	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Unit #19 Diagnose and repair check engine light and horn	130.00
Inv 14364 Total		130.00
306588 Total:		130.00
GRE1270 - Greg's Automotive Services Total:		130.00
GRE8010 - Grey House Publishing		
306668	04/17/2019	
Inv	352452	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Public Lib. Core Collection Non-Fiction 2019	432.50
Inv 352452 Total		432.50
306668 Total:		432.50
GRE8010 - Grey House Publishing Total:		432.50
INCG6011 - Interwest Consulting Group		
306669	04/17/2019	
Inv	47846	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/08/2019	Professional Traffic Engineering Consulting Svcs 2/19	2,600.00
Inv 47846 Total		2,600.00
306669 Total:		2,600.00
INCG6011 - Interwest Consulting Group Total:		2,600.00
JSAR4011 - Jack's Auto Repair		
306670	04/17/2019	
Inv	16,245	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	45 day inspection for vehicle #77	55.00

Check Number	Check Date		Amount
Inv 16,245 Total			55.00
Inv 16,252			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/13/2019	Transit Division FY18-19 Vehicle Maint. Unit # 75		70.95
Inv 16,252 Total			70.95
Inv 16,254			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	PD Annual Vehicle Maint. Unit # 1406		724.97
Inv 16,254 Total			724.97
Inv 16,259			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	PD Annual Vehicle Maint. Unit # 1703		1,170.65
Inv 16,259 Total			1,170.65
Inv 16,263			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/25/2019	45 Day Inspection for Van #75 FY18-19 Vehicle Maint.		55.00
Inv 16,263 Total			55.00
Inv 16,264			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	Transit Division FY18-19 Vehicle Van # 78		55.00
Inv 16,264 Total			55.00
306670 Total:			2,131.57
JSAR4011 - Jack's Auto Repair Total:			2,131.57
JHMS8020 - JHM Supply			
306671	04/17/2019		
Inv 113074/1			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/22/2019	Irrigation Supplies for Arroyo Park		52.80
Inv 113074/1 Total			52.80
Inv 113093/1			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/26/2019	Irrigation Supplies for Garfield Park		62.46
Inv 113093/1 Total			62.46

Check Number	Check Date		Amount
Inv	113180/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/11/2019	Irrigation Supplies for Arroyo Park		151.07
Inv 113180/1 Total			151.07
Inv	K13205/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/14/2019	Garfield Park Irrigation Supplies		442.91
Inv K13205/1 Total			442.91
Inv	K13206/1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/14/2019	Garfield Park Irrigation Supplies		255.64
Inv K13206/1 Total			255.64
306671 Total:			964.88
JHMS8020 - JHM Supply Total:			964.88
JHA307 - John L. Hunter Associates, Inc.			
306672	04/17/2019		
Inv	SOPASFOG0119		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	Sanitary Sewer & Fats, Oil & Grease Inspection Svcs		2,700.00
Inv SOPASFOG0119 Total			2,700.00
Inv	SOPASFOG1218		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/05/2019	FOG/Environmental Program and Outreach		3,967.50
Inv SOPASFOG1218 Total			3,967.50
Inv	SOPASNP0119		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	NPEDS Consulting Svcs. / Stormwater Related		437.50
Inv SOPASNP0119 Total			437.50
Inv	SOPASNP1218		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/05/2019	NPEDS Consulting Svcs. / Stormwater Related		1,567.50
Inv SOPASNP1218 Total			1,567.50
306672 Total:			8,672.50

Check Number	Check Date	Amount
JHA307 - John L. Hunter Associates, Inc. Total:		8,672.50
JDGN9160 - Judge Netting		
306673	04/17/2019	
Inv	116-17698CA	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/14/2019	Materials, Labor, Equipment for Canopy Structure	70,500.00
Inv 116-17698CA Total		70,500.00
306673 Total:		70,500.00
JDGN9160 - Judge Netting Total:		70,500.00
KBBE9203 - Kabbara Engineering		
306674	04/17/2019	
Inv	1507	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	Bushnell Ave & Diamond Ave. St. Improvement Project Engineerin	2,789.00
Inv 1507 Total		2,789.00
306674 Total:		2,789.00
KBBE9203 - Kabbara Engineering Total:		2,789.00
KOAC6010 - KOA		
306675	04/17/2019	
Inv	JB83108-2	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Traffic Engineering Svcs. (SSAR) Preperation	15,909.64
Inv JB83108-2 Total		15,909.64
306675 Total:		15,909.64
KOAC6010 - KOA Total:		15,909.64
LTAP5500 - L.A.C. M. T. A.		
306676	04/17/2019	
Inv	103513	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/31/2019	Metro Pass Sales	390.00
03/31/2019	Metro Pass Sales	390.00
Inv 103513 Total		780.00

Check Number	Check Date	Amount
306676 Total:		780.00
<hr/>		
LTAP5500 - L.A.C. M. T. A. Total:		780.00
<hr/>		
LDCR6410 - LandCare USA LLC		
306677	04/17/2019	
Inv 205344		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	Sod Cutting at Arroyo Fields	1,905.00
Inv 205344 Total		1,905.00
Inv 209088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2019	Monthly Landscape Services	1,617.48
02/22/2019	Monthly Landscape Service	1,644.23
02/22/2019	Monthly Landscape Service	18,587.16
02/22/2019	Monthly Landscape Service	3,733.02
Inv 209088 Total		25,581.89
Inv 210291		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/15/2019	War Memorial Landscape Installation	4,645.00
Inv 210291 Total		4,645.00
Inv 210292		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/15/2019	War Memorial Landscape Installation	320.00
Inv 210292 Total		320.00
<hr/>		
306677 Total:		32,451.89
<hr/>		
LDCR6410 - LandCare USA LLC Total:		
		32,451.89
<hr/>		
LSLL6010 - Laser, LLC.		
306678	04/17/2019	
Inv 201903-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	Public Works Management Svcs.	6,425.00
04/03/2019	Public Works Management Svcs.	6,425.00
Inv 201903-1 Total		12,850.00
<hr/>		
306678 Total:		12,850.00

Check Number	Check Date	Amount
LSLL6010 - Laser, LLC. Total:		12,850.00
LOMB5505 - Law Office of Michael Bialys PC		
306679	04/17/2019	
Inv	18-2632	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	Overpayment for report request 18-2632	4.00
Inv 18-2632 Total		4.00
306679 Total:		4.00
LOMB5505 - Law Office of Michael Bialys PC Total:		4.00
LAW6711 - Lawn Mower Corner		
306680	04/17/2019	
Inv	13670	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2019	Small Tools for water production division	302.15
Inv 13670 Total		302.15
306680 Total:		302.15
LAW6711 - Lawn Mower Corner Total:		302.15
PTLW2920 - Lew, Patricia		
306681	04/17/2019	
Inv	R98654/100246	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	Refund Deposit for GP Youth House	250.00
Inv R98654/100246 Total		250.00
306681 Total:		250.00
PTLW2920 - Lew, Patricia Total:		250.00
LIFE822 - Life-Assist Inc.		
306682	04/17/2019	
Inv	905227	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	FD Medical Supplies	646.71
Inv 905227 Total		646.71

Check Number	Check Date	Amount
Inv 910081		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	FD Medical Supplies	1,891.21
Inv 910081 Total		1,891.21
Inv 910455		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	FD Medical Supplies	17.87
Inv 910455 Total		17.87
306682 Total:		2,555.79
LIFE822 - Life-Assist Inc. Total:		2,555.79
LINJ5270 - Lin, Jenny		
306683	04/17/2019	
Inv 03.14.19		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	Residential HET Rebate Acct# 0000698432-001494964	200.00
Inv 03.14.19 Total		200.00
306683 Total:		200.00
LINJ5270 - Lin, Jenny Total:		200.00
MRPL5505 - M.R. Parker Law		
306684	04/17/2019	
Inv 19-03-13-005636		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/26/2019	Overpayment on Report 19-03-005636	2.90
Inv 19-03-13-005636 Total		2.90
306684 Total:		2.90
MRPL5505 - M.R. Parker Law Total:		2.90
RBMT2920 - Martinez, Ruben		
306685	04/17/2019	
Inv R92913/100243		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	Refund Deposit for War Memorial Bldg.	500.00
Inv R92913/100243 Total		500.00

Check Number	Check Date	Amount
306685 Total:		500.00
RBMT2920 - Martinez, Ruben Total:		500.00
MBFEC106 - Marx Bros. Fire Extinguisher Co.		
306686	04/17/2019	
Inv	S20910	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	War memorial nuilding fire extinguisher maint.	116.28
Inv S20910 Total		116.28
Inv	S20931	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/07/2019	Semi Annual Inspection of fire suppression system in kitchen	90.00
Inv S20931 Total		90.00
306686 Total:		206.28
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:		206.28
MISS4011 - Mission Framing		
306687	04/17/2019	
Inv	006126	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/19/2019	Plaque for Library Tree painting by Pete Morris	381.06
Inv 006126 Total		381.06
306687 Total:		381.06
MISS4011 - Mission Framing Total:		381.06
MMV9126 - Mission Meridian Village POA		
306688	04/17/2019	
Inv	COM001	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	POA Ducs - Hospital 4/19	804.13
Inv COM001 Total		804.13
Inv	COM002	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	POA Ducs - Parking 4/19	1,730.17

Check Number	Check Date	Amount
Inv COM002 Total		1,730.17
306688 Total:		2,534.30
MMV9126 - Mission Meridian Village POA Total:		2,534.30
MLNT4460 - Molina, Nattali		
306689	04/17/2019	
Inv 53530R		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/25/2019	Refund for Unused Night Parking Permit 53530	110.00
Inv 53530R Total		110.00
306689 Total:		110.00
MLNT4460 - Molina, Nattali Total:		110.00
RAMO4460 - Montealegre, Rafael		
306690	04/17/2019	
Inv B149697		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Paid \$110 should be \$60 (Senior) Refund \$50	50.00
Inv B149697 Total		50.00
306690 Total:		50.00
RAMO4460 - Montealegre, Rafael Total:		50.00
MOR2900 - Morrow & Holman Plumbing Inc		
306691	04/17/2019	
Inv AC-1-6109		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/11/2019	Senior Center Heating Repair	210.00
Inv AC-1-6109 Total		210.00
Inv P-06-7806		
<u>Line Item Date</u>	<u>Line Item Description</u>	
06/29/2018	Library HVAC Repairs - Condensate Line	105.00
Inv P-06-7806 Total		105.00
Inv P-2-9748		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	War memorial Building sink repair	218.50

Check Number	Check Date		Amount
		Inv P-2-9748 Total	218.50
		306691 Total:	533.50
		MOR2900 - Morrow & Holman Plumbing Inc Total:	533.50
		NGSI6010 - Natural Gas Systems Inc.	
306692	04/17/2019		
		Inv 5495	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/02/2019	Monthly Maintenance December 2018
			375.00
		Inv 5495 Total	375.00
		Inv 5552	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/18/2019	Compressed Natural Gas 3-way Valve Replacement at slow-fill pum
			426.94
		Inv 5552 Total	426.94
		Inv 5578	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/01/2019	Monthly maint. Feb 2019
			375.00
		Inv 5578 Total	375.00
		306692 Total:	1,176.94
		NGSI6010 - Natural Gas Systems Inc. Total:	1,176.94
		NIMO9203 - Ninyo & Moore	
306614	04/17/2019		
		Inv 224558	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		01/10/2019	Geotechnical & Material Testing Svcs
			1,350.50
		Inv 224558 Total	1,350.50
		306614 Total:	1,350.50
		NIMO9203 - Ninyo & Moore Total:	1,350.50
		NVSR9266 - NV5	
306615	04/17/2019		
		Inv 119589	
		<u>Line Item Date</u>	<u>Line Item Description</u>

Check Number	Check Date	Amount
04/04/2019	Construction Mgmt & Inspections Svcs - Graves Reservoir Replacm	33,905.25
Inv 119589 Total		33,905.25
306615 Total:		33,905.25
NV5R9266 - NV5 Total:		33,905.25
OREI6711 - O' Reilly Automotive Inc.		
306616	04/17/2019	
Inv 3213-114730		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/21/2019	Windshield wiper fluid (QTY 3)	9.17
Inv 3213-114730 Total		9.17
306616 Total:		9.17
OREI6711 - O' Reilly Automotive Inc. Total:		9.17
OVDR8011 - OverDrive Inc.		
306617	04/17/2019	
Inv 01148CO19033379		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/20/2019	eBooks & eAudiobooks FY 18-19	582.90
Inv 01148CO19033379 Total		582.90
306617 Total:		582.90
OVDR8011 - OverDrive Inc. Total:		582.90
PHCP9255 - Pacific Hydrotech Corp.		
306618	04/17/2019	
Inv 7		
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/04/2019	Graves Reservoir Replacement Project	221,611.25
Inv 7 Total		221,611.25
306618 Total:		221,611.25
PHCP9255 - Pacific Hydrotech Corp. Total:		221,611.25
PAL1111 - Palmieri, Michael		
306619	04/17/2019	

Check Number	Check Date		Amount
Inv	032119		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/21/2019	Training class on Mar. 18-20, 2019 for Det. Palmieri		166.68
Inv 032119 Total			166.68
306619 Total:			166.68
PAL1111 - Palmieri, Michael Total:			166.68
PHOE4610 - Phoenix Group Information Systems			
306620	04/17/2019		
Inv	022019184		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2019	Citation / Permit Processing 2/19		1,535.76
03/15/2019	Citation / Permit Processing 2/19		2,367.50
Inv 022019184 Total			3,903.26
306620 Total:			3,903.26
PHOE4610 - Phoenix Group Information Systems Total:			3,903.26
PBGF8031 - Pitney Bowes Global Fin. Svc LLC			
306621	04/17/2019		
Inv	3102945194		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		194.20
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		194.20
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		194.21
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		48.55
02/27/2019	Postage Meter Lease		48.55
Inv 3102945194 Total			971.01
Inv	3102945780		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/27/2019	Library Postage Meter		305.27
Inv 3102945780 Total			305.27
306621 Total:			1,276.28

Check Number	Check Date		Amount
PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total:			1,276.28
PBPP8010 - Pitney Bowes Reserve Account			
306622	04/17/2019		
Inv	1011561022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/08/2019	Cleaning Kit		29.55
Inv 1011561022 Total			29.55
Inv	1011561023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/08/2019	DM1001 Red Ink		186.13
Inv 1011561023 Total			186.13
306622 Total:			215.68
PBPP8010 - Pitney Bowes Reserve Account Total:			215.68
TOPL8267 - Plasil, Tony			
306623	04/17/2019		
Inv	Mar. 2019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Calss Instructor Ballroom Dance Mar. 2019		120.00
Inv Mar. 2019 Total			120.00
306623 Total:			120.00
TOPL8267 - Plasil, Tony Total:			120.00
PLU4589 - Plumbing Wholesale Outlet Inc			
306624	04/17/2019		
Inv	S100317817.001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/04/2019	Restroom Plumbing Supplies		235.99
Inv S100317817.001 Total			235.99
306624 Total:			235.99
PLU4589 - Plumbing Wholesale Outlet Inc Total:			235.99
POS8787 - Postmaster			
306625	04/17/2019		

Check Number	Check Date		Amount
Inv #183			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/25/2019	Renewal of Bulk Permit # 183		235.00
Inv #183 Total			235.00
306625 Total:			235.00
POS8787 - Postmaster Total:			235.00
PEDS6010 - Prime Electric Distributors			
306626	04/17/2019		
Inv S1381880.001			
<u>Line Item Date</u>	<u>Line Item Description</u>		
11/06/2018	LED Street Lighting		394.00
Inv S1381880.001 Total			394.00
Inv S1387589.001			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Street Lights Bulb Replacement		87.03
Inv S1387589.001 Total			87.03
Inv S1387864.001			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/28/2019	Civic Center Interior Lighting LED		97.12
Inv S1387864.001 Total			97.12
306626 Total:			578.15
PEDS6010 - Prime Electric Distributors Total:			578.15
POSU8132 - Prudential Overall Supply			
306627	04/17/2019		
Inv 52224860			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/26/2019	Uniform Svcs for the Public Works Staff		9.65
02/26/2019	Uniform Svcs for the Public Works Staff		9.65
02/26/2019	Uniform Svcs for the Public Works Staff		11.45
02/26/2019	Uniform Svcs for the Public Works Staff		14.38
02/26/2019	Uniform Svcs for the Public Works Staff		28.57
Inv 52224860 Total			73.70
Inv 52227085			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/05/2019	Uniform Svcs for the Public Works Staff		34.69

Check Number	Check Date	Amount
03/05/2019	Uniform Svcs for the Public Works Staff	25.23
Inv 52227085	Total	59.92
Inv 52227087		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Uniform Svcs for the Public Works Staff	11.45
03/05/2019	Uniform Svcs for the Public Works Staff	9.65
03/05/2019	Uniform Svcs for the Public Works Staff	14.38
03/05/2019	Uniform Svcs for the Public Works Staff	28.57
03/05/2019	Uniform Svcs for the Public Works Staff	9.65
Inv 52227087	Total	73.70
Inv 52227088		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Scraper Mats for Service Yard	3.87
03/05/2019	Scraper Mats for Service Yard	3.87
03/05/2019	Scraper Mats for Service Yard	3.87
03/05/2019	Scraper Mats for Service Yard	3.87
03/05/2019	Scraper Mats for Service Yard	3.87
Inv 52227088	Total	19.35
Inv 52227089		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/05/2019	Scraper Mats for Garfield Reservoir.	12.47
Inv 52227089	Total	12.47
Inv 52229287		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Uniform Svcs for the Public Works Staff	25.23
03/12/2019	Uniform Svcs for the Public Works Staff	34.69
Inv 52229287	Total	59.92
Inv 52229290		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Uniform Svcs for the Public Works Staff	11.45
03/12/2019	Uniform Svcs for the Public Works Staff	9.65
03/12/2019	Uniform Svcs for the Public Works Staff	105.57
03/12/2019	Uniform Svcs for the Public Works Staff	14.38
03/12/2019	Uniform Svcs for the Public Works Staff	9.65
Inv 52229290	Total	150.70
Inv 52229291		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/12/2019	Scraper Mats for Service Yard	3.87
03/12/2019	Scraper Mats for Service Yard	3.87
03/12/2019	Scraper Mats for Service Yard	3.87
03/12/2019	Scraper Mats for Service Yard	3.87

Check Number	Check Date		Amount
	03/12/2019	Scraper Mats for Service Yard	3.87
	Inv 52229291 Total		19.35
	Inv 52229292		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/12/2019	Scraper Mats for Garfield Reservoir.	12.47
	Inv 52229292 Total		12.47
	Inv 52231514		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/19/2019	Uniform Svcs for the Public Works Staff	9.65
	03/19/2019	Uniform Svcs for the Public Works Staff	14.38
	03/19/2019	Uniform Svcs for the Public Works Staff	11.45
	03/19/2019	Uniform Svcs for the Public Works Staff	9.65
	03/19/2019	Uniform Svcs for the Public Works Staff	28.57
	Inv 52231514 Total		73.70
	Inv 52231515		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/19/2019	Scraper Mats for Service Yard	3.87
	03/19/2019	Scraper Mats for Service Yard	3.87
	03/19/2019	Scraper Mats for Service Yard	3.87
	03/19/2019	Scraper Mats for Service Yard	3.87
	03/19/2019	Scraper Mats for Service Yard	3.87
	Inv 52231515 Total		19.35
	Inv 52233688		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/26/2019	Uniform Svcs for the Public Works Staff	25.23
	03/26/2019	Uniform Svcs for the Public Works Staff	34.69
	Inv 52233688 Total		59.92
	Inv 52233691		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/26/2019	Uniform Svcs for the Public Works Staff	11.45
	03/26/2019	Uniform Svcs for the Public Works Staff	28.57
	03/26/2019	Uniform Svcs for the Public Works Staff	9.65
	03/26/2019	Uniform Svcs for the Public Works Staff	9.65
	03/26/2019	Uniform Svcs for the Public Works Staff	14.38
	Inv 52233691 Total		73.70
	Inv 52233692		
	<u>Line Item Date</u>	<u>Line Item Description</u>	
	03/26/2019	Scraper Mats for Service Yard	3.87
	03/26/2019	Scraper Mats for Service Yard	3.87
	03/26/2019	Scraper Mats for Service Yard	3.87
	03/26/2019	Scraper Mats for Service Yard	3.87

Check Number	Check Date		Amount
03/26/2019		Scrapper Mats for Service Yard	3.87
		Inv 52233692 Total	19.35
		Inv 52233693	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/26/2019		Scrapper Mats for Service Yard	12.47
		Inv 52233693 Total	12.47
306627 Total:			740.07
POSU8132 - Prudential Overall Supply Total:			740.07
QUI7779 - Quinn Company			
306628	04/17/2019		
		Inv PC810843261	
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/25/2019		Street Division Back Hoe New Battery	169.39
		Inv PC810843261 Total	169.39
306628 Total:			169.39
QUI7779 - Quinn Company Total:			169.39
RCRP2920 - Rapada, Rochelle			
306629	04/17/2019		
		Inv R98485/100247	
<u>Line Item Date</u>		<u>Line Item Description</u>	
03/28/2019		Refund Deposit for Senior Center use on 3/23/19	250.00
		Inv R98485/100247 Total	250.00
306629 Total:			250.00
RCRP2920 - Rapada, Rochelle Total:			250.00
RHAL9158 - RHA Landscape Architects-Planners			
306630	04/17/2019		
		Inv 0219038	
<u>Line Item Date</u>		<u>Line Item Description</u>	
02/25/2019		Design Development & Plans for the Bike Lockers, Shelters & Hic	200.00
		Inv 0219038 Total	200.00

Check Number	Check Date		Amount
Inv	0219044		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	Professional Services for City Hall Courtyard		4,322.13
Inv 0219044 Total			4,322.13
306630 Total:			4,522.13
RHAL9158 - RHA Landscape Architects-Planners Total:			4,522.13
RSSA5010 - RSCCD/Santa Ana College			
306631	04/17/2019		
Inv	64820		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/27/2019	Class Registration for Wellness Program		1,836.00
Inv 64820 Total			1,836.00
306631 Total:			1,836.00
RSSA5010 - RSCCD/Santa Ana College Total:			1,836.00
SGVMC111 - San Gabriel Valley Medical Center			
306632	04/17/2019		
Inv	832018		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/24/2019	Blood Alcohol Withdrawal: Barber, Tannemolan.		48.00
Inv 832018 Total			48.00
306632 Total:			48.00
SGVMC111 - San Gabriel Valley Medical Center Total:			48.00
MICH4011 - Sanchez, Michael			
306633	04/17/2019		
Inv	04.30.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Training Class on Mar.26-28 2019 Dep. Cpl. Sanchez		113.90
Inv 04.30.19 Total			113.90
306633 Total:			113.90
MICH4011 - Sanchez, Michael Total:			113.90

Check Number	Check Date		Amount
SAN8569 - Sandler Bros.			
306634	04/17/2019		
Inv	0213976-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/11/2019	Rags for Water Division		107.54
02/11/2019	Rags for Water Division		107.53
Inv 0213976-IN Total			215.07
306634 Total:			215.07
SAN8569 - Sandler Bros. Total:			215.07
SER6856 - Service Pro Pest Mgmt Company			
306635	04/17/2019		
Inv	18922		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/25/2019	Citiwide Pest Control 2/19		401.67
Inv 18922 Total			401.67
306635 Total:			401.67
SER6856 - Service Pro Pest Mgmt Company Total:			401.67
SHO6666 - Shono, Jean			
306636	04/17/2019		
Inv	Mar. 2019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Class Instructor March 2019 Crochet/ Knitting		20.00
Inv Mar. 2019 Total			20.00
306636 Total:			20.00
SHO6666 - Shono, Jean Total:			20.00
SHO7777 - Showcases			
306637	04/17/2019		
Inv	310306		
<u>Line Item Date</u>	<u>Line Item Description</u>		
01/28/2019	Technical Services Supplies Blu Ray & DVD cases		360.80
Inv 310306 Total			360.80
306637 Total:			360.80

Check Number	Check Date		Amount
SHO7777 - Showcases Total:			360.80
WLST8267 - Shuttic, William			
306638	04/17/2019		
Inv	April. 2019		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Class Instructor Functional Fitness April 2019		650.00
Inv April. 2019 Total			650.00
306638 Total:			650.00
WLST8267 - Shuttic, William Total:			650.00
THES8267 - Siegel, Theo			
306639	04/17/2019		
Inv	04.03.19		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/03/2019	Fil Presentation & Discussion Apr. 3, 2019		150.00
Inv 04.03.19 Total			150.00
306639 Total:			150.00
THES8267 - Siegel, Theo Total:			150.00
REP6115 - Siemens Industry Inc.			
306640	04/17/2019		
Inv	5610154166		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/20/2019	Traffic Signal Maint. Jan. 2019		2,163.63
Inv 5610154166 Total			2,163.63
Inv	5620023951		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/20/2019	Traffic Signal Response Call Outs Jan. 2019		2,125.62
Inv 5620023951 Total			2,125.62
306640 Total:			4,289.25
REP6115 - Siemens Industry Inc. Total:			4,289.25
SIMA4610 - Singh, Manpreet			
306641	04/17/2019		

Check Number	Check Date		Amount
Inv	233130205		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/18/2019	Cite 233130205 Overpayment		50.00
Inv 233130205 Total			50.00
306641 Total:			50.00
SIMA4610 - Singh, Manpreet Total:			50.00
SPRE7011 - South Pasadena Review			
306642	04/17/2019		
Inv	B65307		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/15/2019	1337 Oak Hill Place Public Notice		234.00
Inv B65307 Total			234.00
Inv	B65328		
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/22/2019	Notice of Inviting Bids (Bikes, Lockers,Shelters, Hitches)		444.00
Inv B65328 Total			444.00
Inv	C65380		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2019	Publication of Notice191 Monterey Rd		180.00
Inv C65380 Total			180.00
Inv	C65381		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2019	Publication of Notice Vacate Bank Street		172.50
Inv C65381 Total			172.50
Inv	C65383		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2019	Publication of Notice Inviting Bids Bushnell Avc. & Diamond Ave		540.00
Inv C65383 Total			540.00
306642 Total:			1,570.50
SPRE7011 - South Pasadena Review Total:			1,570.50
SLPB8011 - Southland Publishing			
306643	04/17/2019		

Check Number	Check Date	Amount
Inv 406982		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/14/2019	Display Ad for 3/22/19 Lib. Event Ray Bradbury	331.00
Inv 406982 Total		331.00
306643 Total:		331.00
SLPB8011 - Southland Publishing Total:		331.00
SPMS2920 - SPMS Tiger Club Booster Club Inc.		
306644	04/17/2019	
Inv R93429/100251		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	Refund Deposit for War Memorial Bldg.	500.00
Inv R93429/100251 Total		500.00
306644 Total:		500.00
SPMS2920 - SPMS Tiger Club Booster Club Inc. Total:		500.00
STSL6410 - Stabilizer Solutions Inc.		
306645	04/17/2019	
Inv 0042672-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Purchase of Mound Clay for Baseball Field	659.00
Inv 0042672-IN Total		659.00
306645 Total:		659.00
STSL6410 - Stabilizer Solutions Inc. Total:		659.00
MON3111 - Stantec Consulting Svcs Inc.		
306646	04/17/2019	
Inv 1475933		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	GracesRsvr Engineering Svcs	12,581.88
Inv 1475933 Total		12,581.88
306646 Total:		12,581.88
MON3111 - Stantec Consulting Svcs Inc. Total:		12,581.88

Check Number	Check Date	Amount
STA5219 - Staples Business Advantage		
306647	04/17/2019	
Inv	34017140899	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2019	Library Office Supplies	147.76
Inv	34017140899 Total	147.76
Inv	3402926951	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/25/2019	Office supplies	108.37
Inv	3402926951 Total	108.37
Inv	3403337582	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/30/2019	Office supplies	119.33
Inv	3403337582 Total	119.33
Inv	3403655727	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2019	Office supplies	68.51
Inv	3403655727 Total	68.51
Inv	3403833504	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Office supplies	94.39
Inv	3403833504 Total	94.39
Inv	3404847795	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/09/2019	Office Supplies Library	332.63
Inv	3404847795 Total	332.63
Inv	3405039263	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/13/2019	Office Supplies Library	18.60
Inv	3405039263 Total	18.60
Inv	3405708274	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Office supplies for Reercation Division	47.19
Inv	3405708274 Total	47.19

Check Number	Check Date	Amount
Inv	3405781651	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2019	Public Works Engineering Office Supplies	91.45
Inv 3405781651 Total		91.45
Inv	3405781652	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/22/2019	Public Works Office supplies	40.49
Inv 3405781652 Total		40.49
Inv	3406546166	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Office Supplies Library	232.41
Inv 3406546166 Total		232.41
Inv	3407140901	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
03/02/2019	PW / Service Yard Breakroom Supplies	11.33
Inv 3407140901 Total		67.98
Inv	3407140905	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/02/2019	Transit Office and Vehicle Maint. Supplies	162.55
Inv 3407140905 Total		162.55
Inv	3407310094	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/06/2019	Library Office Supplies	14.44
Inv 3407310094 Total		14.44
Inv	3407310095	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Lihrary Office Supplies	63.93
Inv 3407310095 Total		63.93
Inv	3407672443	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/09/2019	PW / Service Yard Breakroom Supplies	85.82
Inv 3407672443 Total		85.82

Check Number	Check Date	Amount
Inv	3407853221	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/13/2019	Library Office Supplies	56.71
Inv 3407853221 Total		56.71
Inv	3408319191	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2019	Library Office Supplies	262.15
Inv 3408319191 Total		262.15
Inv	3408319192	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/17/2019	Black toner for printer	125.80
Inv 3408319192 Total		125.80
306647 Total:		2,140.51
STA5219 - Staples Business Advantage Total:		2,140.51
SRYC5011 - Stericycle Inc.		
306648	04/17/2019	
Inv	3004621662	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/01/2019	FD Medical Supplies	137.64
Inv 3004621662 Total		137.64
306648 Total:		137.64
SRYC5011 - Stericycle Inc. Total:		137.64
SUL2103 - Sully-Miller Contracting Co.		
306649	04/17/2019	
Inv	6	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/02/2019	Garfield Ave. Street Improvement Project	14,000.00
04/02/2019	Garfield Ave. Street Improvement Project	43,202.11
Inv 6 Total		57,202.11
306649 Total:		57,202.11
SUL2103 - Sully-Miller Contracting Co. Total:		57,202.11

Check Number	Check Date		Amount
AMSM5270 - Summers, Amanda			
306650	04/17/2019		
Inv	R99873/100323		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	Refund for Cancelled Class		80.00
Inv R99873/100323 Total			80.00
306650 Total:			80.00
AMSM5270 - Summers, Amanda Total:			80.00
TMPG4011 - The Marpa Group, Inc.			
306651	04/17/2019		
Inv	481081628		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	Training Class for Det. Palmieri		140.00
Inv 481081628 Total			140.00
306651 Total:			140.00
TMPG4011 - The Marpa Group, Inc. Total:			140.00
TOM4455 - Tom's Clothing & Uniforms Inc			
306652	04/17/2019		
Inv	78069		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	PD Uniform & Accesories		305.51
Inv 78069 Total			305.51
306652 Total:			305.51
TOM4455 - Tom's Clothing & Uniforms Inc Total:			305.51
TRE9241 - Trench Shoring			
306653	04/17/2019		
Inv	1160010-0001		
<u>Line Item Date</u>	<u>Line Item Description</u>		
12/05/2019	Trench Plate for Trench Excavation Fremont / Beech St.		851.80
Inv 1160010-0001 Total			851.80
306653 Total:			851.80

Check Number	Check Date		Amount
TRE9241 - Trench Shoring Total:			851.80
TSFT5011 - T-Shirt Factory Outlet			
306654	04/17/2019		
Inv	030419-2		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/04/2019	Contract Services- Command Sharing		216.26
Inv 030419-2 Total			216.26
306654 Total:			216.26
TSFT5011 - T-Shirt Factory Outlet Total:			216.26
TUM8011 - Tumbleweed Press Inc.			
306655	04/17/2019		
Inv	93862		
<u>Line Item Date</u>	<u>Line Item Description</u>		
04/02/2019	Subscription to TumbleBook Lib. Deluxe		599.00
Inv 93862 Total			599.00
306655 Total:			599.00
TUM8011 - Tumbleweed Press Inc. Total:			599.00
UCL6115 - UCLA Center for Prehospital Care			
306656	04/17/2019		
Inv	2134		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2019	Paramedic Training - March		1,985.92
Inv 2134 Total			1,985.92
306656 Total:			1,985.92
UCL6115 - UCLA Center for Prehospital Care Total:			1,985.92
UND6710 - Underground Service Alert			
306657	04/17/2019		
Inv	18dsbfcc1123		
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/01/2019	Fec paid to CA State Board for Regulatory Costs		101.07
Inv 18dsbfcc1123 Total			101.07

Check Number	Check Date	Amount
Inv 220190688		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Underground Service Alerts (94) Jan 2019	165.10
Inv 220190688 Total		165.10
306657 Total:		266.17
UND6710 - Underground Service Alert Total:		266.17
UQMS8010 - Unique Mgmt Svcs Inc.		
306658	04/17/2019	
Inv 495052		
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/01/2019	Contract services recovering agency svcs	277.45
Inv 495052 Total		277.45
Inv 501018		
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/01/2019	Library Recovering Agency Svcs. 2/19	268.50
Inv 501018 Total		268.50
306658 Total:		545.95
UQMS8010 - Unique Mgmt Svcs Inc. Total:		545.95
USA6711 - USA Blue Book		
306659	04/17/2019	
Inv 653460		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/14/2018	Water Line Marking Paint & Wire Flags	184.09
Inv 653460 Total		184.09
Inv 669755		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2018	Piant for Fire Hydrant Maint.	334.85
Inv 669755 Total		334.85
Inv 682210		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2018	City shut off Valve for water distribution division	77.75
Inv 682210 Total		77.75

Check Number	Check Date	Amount
306659 Total:		596.69
USA6711 - USA Blue Book Total:		596.69
VALL8011 - Valley Library Bindery		
306660	04/17/2019	
Inv	7429	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/14/2019	Special Department Expense	162.77
Inv 7429 Total		162.77
306660 Total:		162.77
VALL8011 - Valley Library Bindery Total:		162.77
VEWI8020 - Vision Electric Wholesale Inc.		
306661	04/17/2019	
Inv	34097	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	LED Street Lighting	189.21
Inv 34097 Total		189.21
Inv	34112	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/04/2019	12 Street 360 Degree LED 18Watt	445.18
Inv 34112 Total		445.18
306661 Total:		634.39
VEWI8020 - Vision Electric Wholesale Inc. Total:		634.39
WES4152 - West Coast Arborists, Inc.		
306662	04/17/2019	
Inv	144669	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/31/2019	Consulting Arborist Services	1,560.00
01/31/2019	Parkway/Median & Street Tree Removal & Planning	2,762.00
01/31/2019	Grid Pruning	2,720.00
Inv 144669 Total		7,042.00
Inv	145798	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/28/2019	Parkway/Median & Street Tree Removal & Planning	1,031.00
02/28/2019	Arborists Svcs	2,005.00

Check Number	Check Date		Amount
02/28/2019	Grid Pruning		9,040.00
02/28/2019	Arborists Svcs		155.00
02/28/2019	Street Tree Maintenance Professional Services		4,520.00
Inv 145798 Total			16,751.00
Inv 145961			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/11/2019	Arborist / Crew Rental		6,130.00
03/11/2019	Grid Pruning		16,160.00
03/11/2019	Tree Planting / Stump Removal		712.00
Inv 145961 Total			23,002.00
Inv 145962			
<u>Line Item Date</u>	<u>Line Item Description</u>		
03/15/2019	Street Tree Maintenance Professional Services		2,440.00
Inv 145962 Total			2,440.00
306662 Total:			49,235.00
WES4152 - West Coast Arborists, Inc. Total:			49,235.00
WHI6410 - Whittier Fertilizer Co.			
306663	04/17/2019		
Inv 343472			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/26/2019	Garfield Park Soil Mix for Landscape & Supplies		145.42
Inv 343472 Total			145.42
Inv 343523			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/25/2019	War Memorial Building Mulch for Landscape & Supplies		296.00
Inv 343523 Total			296.00
Inv 343551			
<u>Line Item Date</u>	<u>Line Item Description</u>		
02/26/2019	War Memorial Building Mulch for Landscape & Supplies		101.43
Inv 343551 Total			101.43
306663 Total:			542.85
WHI6410 - Whittier Fertilizer Co. Total:			542.85
PUFG8267 - Wong, Pauline			

Check Number	Check Date	Amount
306664	04/17/2019	
Inv	Mar. 2019	
<u>Line Item Date</u>	<u>Line Item Description</u>	
03/28/2019	Class Instructor Line Dancing Mar. 2019	200.00
Inv Mar. 2019 Total		200.00
306664 Total:		200.00
PUFG8267 - Wong, Pauline Total:		200.00
WODI8032 - Worthington Direct		
306665	04/17/2019	
Inv	INV332139SOU207	
<u>Line Item Date</u>	<u>Line Item Description</u>	
04/03/2019	FD EOC Equipment	1,075.71
Inv INV332139SOU207 Total		1,075.71
306665 Total:		1,075.71
WODI8032 - Worthington Direct Total:		1,075.71
YTI1023 - Y Tire Sales		
306666	04/17/2019	
Inv	0009759	
<u>Line Item Date</u>	<u>Line Item Description</u>	
02/21/2019	Unit#54 4 New Tires and Mounts	576.60
Inv 0009759 Total		576.60
306666 Total:		576.60
YTI1023 - Y Tire Sales Total:		576.60
ZGKN8032 - Zangwill, Ken		
306667	04/17/2019	
Inv	01.09.019	
<u>Line Item Date</u>	<u>Line Item Description</u>	
01/09/2019	Rebate HET	200.00
Inv 01.09.019 Total		200.00
306667 Total:		200.00
ZGKN8032 - Zangwill, Ken Total:		200.00

Check Number	Check Date	Amount
--------------	------------	--------

Total:		<u>811,436.12</u>
--------	--	-------------------

ATTACHMENT 4
Payroll 03/22/2019
Payroll 04/05/2019

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 03.22.2019

Account Number	Account Name	04.17.19
101-0000-0000-1010-000	General Fund - Payroll cash	600,069.46
	Other Withholding Payables	\$ 335,546.19
101-0000-0000-1010-000	Net General Fund - Payroll Cash	264,523.27
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	9,225.13
207-0000-0000-1010-000	Prop C - Payroll Cash	6,540.61
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,177.44
211-0000-0000-1010-000	CTC Traffic Improvement	
215-0000-0000-1010-000	Street Lighting & Landscape Aesessment - PR C	5,267.81
218-0000-0000-1010-000	Clean Air Act	
227-0000-0000-1010-000	CRA - Payroll Cash	
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	17,627.73
274-0000-0000-1010-000	Homeland Security Grant	
310-0000-0000-1010-000	Sewer Capital Projects Fund	
500-0000-0000-1010-000	Water Fund - Payroll Cash	54,761.72
700-0000-0000-2210-000	Internal Revenue Service	51,978.61
700-0000-0000-2220-000	Employment Development Dept.	19,522.75
700-0000-0000-2230-000	Internal Revenue Service	16,482.08
700-0000-0000-2240-000	PERS Pension	128,670.92
700-0000-0000-2260-000	Deferred Comp - Empower	12,707.75
700-0000-0000-2262-000	PERS Health - Actives	110,799.16
101-3011-3041-7131-000	PERS Health - Retirees	48,510.02
Total Checks & Direct Deposits		759,795.00
Checks		11,981.58
Direct Deposits		359,142.13
I.R.S Payments		68,460.69
E.D.D. - State of CA		19,522.75
PERS Pension		128,670.92
Deferred Comp - Empower		12,707.75
PERS Health		159,309.18
		759,795.00
To 700		694,688.32
Other PR Payable		335,546.19
ACH Payable		359,142.13

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 04.05.2019

Account Number	Account Name	04.17.19
101-0000-0000-1010-000	General Fund - Payroll cash	527,376.70
	Other Withholding Payables	\$ 238,738.50
101-0000-0000-1010-000	Net General Fund - Payroll Cash	288,638.20
	Insurance Adjustment	-
205-0000-0000-1010-000	Prop A - Payroll Cash	12,306.41
207-0000-0000-1010-000	Prop C - Payroll Cash	6,012.86
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,309.68
211-0000-0000-1010-000	CTC Traffic Improvement	
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	4,589.12
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	14,965.51
274-0000-0000-1010-000	Homeland Security Grant	
310-0000-0000-1010-000	Sewer Capital Projects Fund	
500-0000-0000-1010-000	Water Fund - Payroll Cash	43,632.96
700-0000-0000-2210-000	Internal Revenue Service	59,176.08
700-0000-0000-2220-000	Employment Development Dept.	22,508.83
700-0000-0000-2230-000	Internal Revenue Service	17,331.30
700-0000-0000-2240-000	PERS Pension	89,657.19
700-0000-0000-2260-000	Deferred Comp - Empower	13,380.18
700-0000-0000-2262-000	PERS Health - Actives	
101-3011-3041-7131-000	PERS Health - Retirees	
Total Checks & Direct Deposits		583,508.32
Checks		12,146.81
Direct Deposits		369,307.93
I.R.S Payments		76,507.38
E.D.D. - State of CA		22,508.83
PERS Pension		89,657.19
Deferred Comp - Empower		13,380.18
PERS Health		
		583,508.32
To 700		608,046.43
Other PR Payable		238,738.50
ACH Payable		369,307.93

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants

04.17.2019

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
---------------	------------------	----------------	-------------------	--------------------	---------------

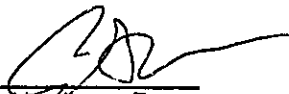
No Items to be reported for this period.

RSA Report Total

\$ -

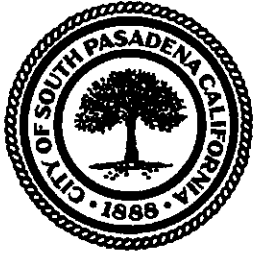
Marina Khubesrian M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



Craig Koehler, Agency Treasurer


This page intentionally left blank.



City Council Agenda Report

ITEM NO. 14

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: David Bergman, Interim Planning and Building Director

SUBJECT: **Second Reading of an Ordinance to the South Pasadena Municipal Code Amending the Chapter 24 (Nuisances) to Streamline the Procedures for Abatement of Public Nuisances**

Recommendation

It is recommended that the City Council read by title only for the second reading, waiving further reading, and adopt an Ordinance to the South Pasadena Municipal Code (SPMC) regarding the Abatement of Public Nuisances.

Background

This Ordinance restructures the City of South Pasadena's procedures for the abatement of public nuisances. The revisions would remove the requirement that a matter be heard twice allowing for a more expedited resolution of any public nuisance issues.

Discussion/Analysis

On March 20th, 2019, City Council introduced an ordinance amending the South Pasadena Municipal Code Chapter 24 (Nuisances) that would streamline the procedures for abatement of public nuisances by removing the requirement that the matter be heard twice by the Planning commission prior to a hearing by the City Council.

The proposed Amendment to Chapter 24, Sections 24.04 through 24.11, expedites the abatement process while preserving all appeal rights of the property owner. The recommended streamlined procedure is as follows:

1. The City's code enforcement officer, City building official or City health officer is authorized to determine when a condition of property constitutes a public nuisance under the City's Municipal Code and to issue the initial declaration of public nuisance and notice of abatement to the property owner.
2. The property owner may then request a hearing to contest to finding of public nuisance and abatement order within 15 days of receiving the notice of public nuisance and abatement order.

3. Upon request, the administrative hearing to contest the finding of public nuisance and abatement order is held before the City Manager, or designee, within no more than 60 days after the request for hearing.

4. The written decision of the hearing officer is final and may be judicially reviewed pursuant to California Code of Civil Procedure 1094.6.

The remaining provisions of Chapter 24 do not change. Once the administrative hearing (if requested) is complete, the City would obtain an abatement warrant to conduct the cleanup with its own forces or through a contractor. The costs of the abatement must still be reviewed and confirmed by the City Council at a public meeting. Once confirmed, if unpaid by the property owner, the costs of abatement become a special assessment lien against the property until paid.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact regarding this proposed amendment, other than the potential savings of staff time by streamlining the process to eliminate two Planning Commission meetings and one City Council meeting to review a finding of public nuisance.

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: Proposed Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING CHAPTER 24
(NUISANCES), SECTIONS 24.04 THROUGH 24.11 STREAMLING THE PROCEDURE
FOR ABATEMENT OF PUBLIC NUISANCES**

SECTION 1. Sections 24.04 through 24.11 of Chapter 24 (Nuisances) are amended to read as follows:

“24.04 Declaration of nuisance.

(a) **Determination of Public Nuisance.** Whenever a City enforcement officer, building official health officer or such other City official as may be designated by the City Manager determines that any premises within the city may be maintained contrary to one or more of the provisions of Section 24.02 (Nuisances), above, the officer shall give a written notice declaring such property a public nuisance and order to abate the nuisance to the owner of record as shown on the last equalized assessment roll and also any other owner or responsible person know to the officer.

(b) **Contents of Notice of Abatement.** The written notice to abate shall describe the premises involved by street address, referring to the street by the name under which it is officially or commonly known, shall further describe the property by giving the block, lot, and tract number, shall give a brief description of the conditions contrary to the provision of Section 24.02 (Nuisances), and a brief statement of the required method of abatement, specifying a reasonable period within which this must be accomplished; described the process to contest the officer’s determination by requesting a hearing; notify the responsible persons that failure to request a hearing will constitute a waiver of the right to a hearing and an admission that the public nuisance does exist and that the abatement order is reasonable and justified; and notify the responsible persons that in the event of the owner’s failure to correct the nuisance within the time prescribed, the City may cause the nuisance to be abated and the ensuing cost incurred on behalf of the City to become a lien on the property, in accordance with the provisions of this chapter. The notice and order to abate may be served as a part of or in conjunction with an administrative citation.

24.05 Service of Notice of abatement.

The notice and order to abate shall be served by registered or certified mail addressed to the owner at the last known address of the owner, and if there is no known address, then in care of the property address, as well as conspicuously posted on the property containing a nuisance. The service is complete at the time of deposit in the U.S. Postal Service and posting on the property containing a nuisance.

24.06 Request for hearing.

Any interested person may contest the officer's determination that a public nuisance exists or the reasonableness of the abatement order by filing a request for an administrative hearing on a City-approved form with the Office of the City Clerk, 14114 Mission Street, South Pasadena, CA 91030, within 15 calendar days from the issuance date of the notice and order to abate. Any responsible person who does not file a request for a hearing in the office of the City Clerk within the required period will have waived the right to a hearing and admitted that the public nuisance described in the notice and order to abate does exist and that the abatement order is reasonable and justified. In that event the order to abate issued by the enforcement officer is final.

24.07 Request for hearing form.

A request for a hearing shall state the date and number of the notice and order to abate, the address or location of the property, the name, address, telephone and any facsimile numbers, where the person requesting the hearing may be contacted, a statement explaining why the notice and order to abate is being contested and the date and signature of the person requesting the hearing.

24.08 Hearing.

(a) The hearing will be conducted within 60 days of the date a timely and complete request is received by the office of the City Clerk. The City will notify the persons requesting the hearing in writing by first class mail of the date, time and place set for the hearing at least 10 calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. **24.09 Exchange of information.**

At least three calendar days prior to the date set for hearing, the officer and the persons requesting the hearing shall mail a copy of all reports, statements or pictures to be provided to the hearing officer, to the other (by the officer to each person requesting the hearing and by each person requesting the hearing to the City Clerk), by first class mail. Failure to receive such documents shall not invalidate any hearing, City action or proceeding conducted pursuant to this chapter.

24.10 Administrative hearing—procedures.

(a) The hearing officer designated or appointed by the City Manager shall hear all requests for hearings pursuant to this chapter in accordance with the procedures established herein.

(b) The person requesting a hearing shall appear at the hearing in. Any documents offered in support thereof shall be tendered to and received by the office of the City Clerk at least three City business days prior to the hearing. If such person fails to attend the scheduled hearing he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall issue an abatement order and judgment in favor of the City.

(c) At the hearing, the hearing officer shall accept reliable evidence from any person if such evidence bears on the issue of whether a public nuisance exists on the subject property. The hearing officer is authorized to take testimony and is authorized to administer oaths or affirmations pursuant to California Code of Civil Procedure Section 2093(a).

(d) Administrative hearings are informal and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish, by competent evidence, the existence of a public nuisance and responsibility therefor, by a preponderance of evidence. The person requesting the hearing and officer shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A person requesting the hearing may bring an interpreter to the hearing, provided there is no expense to the City therefor. The hearing officer may question any person who presents evidence or who testifies at any hearing.

(e) Hearings may be continued once at the request of a person requesting the hearing or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

24.11 Hearing decision.

Based upon the evidence regarding the alleged nuisance, the hearing officer shall determine whether or not a public nuisance exists on the subject property. As soon as is practicable following the close of such hearing, the hearing officer shall render a written decision on the matter. If a public nuisance is found to exist, the hearing officer shall issue an order requiring the abatement of the public nuisance in a reasonable time and manner as set forth in the order and shall also notify the owner(s) that in the event the responsible person(s) fail to correct the nuisance within the time prescribed, the City will cause the nuisance to be abated and the cost of such abatement will be recorded as a lien on the property, in accordance with the provisions of this code. The hearing officer shall promptly give written notice to the person requesting the hearing and to the owner(s) and any other interested person who requests, in writing, notice of such decision, including a copy of the order. The order issued by the hearing officer shall be deemed a final order and may be judicially reviewed pursuant to California Code of Civil Procedure Section 1094.6. There is no right to an appeal to the City Council.”

SECTION 2. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 3. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 5. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2019.

Marina Khubestrian, 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 17th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

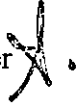
Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 15

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Lucy Demirjian, Assistant to the City Manager

SUBJECT: **Authorize a Letter of Support for Assembly Bill 1204 (Rubio) Regarding Coming into Compliance with Maximum Contaminant Level (MCL) for a Drinking Water Contaminant**

Recommendation

It is recommended that the City Council authorize a letter of support for Assembly Bill (AB) 1204 (Rubio) regarding coming into compliance with Maximum Contaminant Level (MCL) for a drinking water contaminant.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

This bill would apply when a primary drinking water standard is adopted or amended for a drinking water contaminant, with an MCL that is either more stringent than a federal primary drinking water standard or that is not regulated by a federal primary drinking water standard. AB 1204 would provide that the new standard would take effect three years after the date when the State Water Resources Control Board (SWRCB) adopts or amends the primary drinking water standard.

AB 1204 would also authorize the SWRCB to delay the effective date of the primary drinking water standard adoption or amendment by no more than two additional years as necessary for capital improvements to comply with a MCL or treatment technique.

Alternatives Considered

The City Council may choose to wait to see what position the League of California Cities takes on this bill before approving a letter of support. Currently, the League of California Cities has taken a position of “watch” on this bill.

Next Steps

If the City Council approves the letter of support, staff will forward the letter to our local legislators and the League of California Cities.

Background

Existing law does not allow water systems sufficient time to comply with the new regulations. As a result, many affected water systems are faced with the choice of noncompliance or spending significant funds immediately in an attempt to comply.

In July 18, 2017, the SWRCB adopted Resolution 2017-0042 establishing a new regulation for 1,2,3-TCP Maximum Contamination Level (MCL) which took effect on December 14, 2017, only five months after the regulation was adopted. All public water systems purveyors had to demonstrate compliance with this new standard by the end of the first quarter of 2018, a period of three months. The City receives 95% of its drinking water supply from groundwater sources which had 1,2,3-TCP concentration exceeding the newly approved MCL limit. In order to comply with these standards, the city was required to undertake significant capital improvements. The City had to plan, develop, permit, finance, and build a wellhead treatment system expeditiously. The total estimated capital costs for the granular activated carbon system was over \$2.7 million.

The lack of implementation time provided for agencies to comply with the newly adopted 1,2,3-TCP regulation required the City to find an interim solution. The City had to significantly reduce its well production and purchase its water from the Metropolitan Water District (MWD) to supply water that complied with the new regulation. In addition to the cost of purchasing the water from MWD, the blending of water created a chemical reaction with galvanized pipes which resulted in discolored water throughout the City's system and many customer complaints and further unforeseen expenditures.

The City faced substantial challenges and invested significant funds in order to timely comply with the new regulation. The overall cost incurred by the City to comply with the new 1,2,3-TCP regulations including the unforeseen costs that ensued from the blending of the water amounted \$5.8 million, not including city staff which amounted to over 2,000 combined hours on compliance efforts. This bill would help to address this issue by allowing water agencies and utilities the appropriate time to determine how to effectively comply with new standards.

This letter of support is being brought before the City Council since it is not covered by the City's 2019-2020 Legislative Platform that was adopted at the February 20, 2019 City Council meeting.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with approving this letter of support.

Environmental Analysis

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

Letter of Support – AB 1204

April 17, 2019

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*.

Attachments:

1. AB 1204 Bill Language
2. Draft Letter of Support

ATTACHMENT 1
AB 1204 Bill Language

ASSEMBLY BILL

No. 1204

Introduced by Assembly Member Blanca Rubio

February 21, 2019

An act to add Section 116365.1 to the Health and Safety Code, relating to drinking water.

LEGISLATIVE COUNSEL'S DIGEST

AB 1204, as introduced, Blanca Rubio. Public water systems: primary drinking water standards: implementation date.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health, including, but not limited to, conducting research, studies, and demonstration programs relating to the provision of a dependable, safe supply of drinking water, enforcing the federal Safe Drinking Water Act, adopting implementing regulations, and conducting studies and investigations to assess the quality of water in private domestic water supplies. The act requires the board to adopt primary drinking water standards for contaminants in drinking water and requires the Office of Environmental Health Hazard Assessment to prepare and publish an assessment of the risks to public health posed by each contaminant for which the board proposes a primary drinking water standard. Existing law requires the state board to consider specified criteria when it adopts a primary drinking water standard, including the technological and economic feasibility of compliance.

This bill would require the adoption or amendment of a primary drinking water standard for a contaminant in drinking water not regulated by a federal primary drinking water standard or that is more

stringent than a federal primary drinking water standard to take effect 3 years after the date on which the state board adopts or amends the primary drinking water standard. The bill would authorize the state board to delay the effective date of the primary drinking water standard adoption or amendment by no more than 2 additional years as necessary for capital improvements to comply with a maximum contaminant level or treatment technique.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 116365.1 is added to the Health and
- 2 Safety Code, to read:
- 3 116365.1. (a) Except as provided in subdivision (b), a primary
- 4 drinking water standard adopted pursuant to Section 116365 and
- 5 any amendment to a primary drinking water standard for a
- 6 contaminant in drinking water not regulated by a federal primary
- 7 drinking water standard adopted by the United States
- 8 Environmental Protection Agency or that is more stringent than a
- 9 federal primary drinking water standard adopted by the United
- 10 States Environmental Protection Agency, shall take effect three
- 11 years after the date on which the state board adopts or amends the
- 12 primary drinking water standard.
- 13 (b) The state board may delay the effective date of a primary
- 14 drinking water standard described in subdivision (a) by no more
- 15 than two additional years as necessary for capital improvements
- 16 to comply with a maximum contaminant level or treatment
- 17 technique.

O

ATTACHMENT 2
Draft Letter of Support



CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: (626) 403-7210 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

April 17, 2019

The Honorable Bill Quirk
Chair, Assembly Environmental Safety & Toxic Materials Committee
State Capitol, Room 2163
Sacramento, CA 95814

RE: AB 1204 (B. Rubio) –SUPPORT

Honorable Chair Quirk,

The City of South Pasadena supports AB 1204, relating to compliance periods for newly established maximum contaminant levels (MCLs).

AB 1204 would establish a three-year compliance period, with a potential additional two years, for any new primary drinking water standard for contaminants, known as MCLs, which are adopted by the State Water Resources Control Board (State Water Board). This bill would allow water systems a responsible timeline, similar to that of the U.S. Environmental Protection Agency (U.S. EPA), to comply with new MCLs in a more cost-effective, feasible manner. This bill is specific to any adopted MCL not regulated by a U.S. EPA primary drinking water standard or that is more stringent than a federal primary drinking water standard adopted by the U.S. EPA.

Under California Health & Safety Code Division 104, Part 12, Chapter 4, Section 116365, the State Water Board has the authority to establish new primary drinking water standards for acutely toxic or carcinogenic contaminants in drinking water. In order to comply with these standards, many water systems are required to undertake significant capital improvements. In some cases, complex and costly treatment systems are needed and must be designed and constructed. It can take years to plan, develop, permit, finance, and build some system improvements. However, existing law does not allow water systems sufficient time to comply with the new regulations. As a result, many affected water systems are faced with the choice of noncompliance or spending significant funds immediately in an attempt to comply. This leaves very little room to determine the best path for compliance for each system, not to mention the unnecessary, hurried rate impacts involved. This bill would help to address this issue by allowing water agencies and utilities the appropriate time to determine how to effectively comply with new standards.

For the above reasons, the City of South Pasadena respectfully asks you to vote “Aye” for AB 1204.

If you should have any questions, or if you need any additional information with this matter, please feel free to contact City Manager Stephanie DeWolfe at (626) 403-7210 or via email at sdewolfe@southpasadenaca.gov.

Sincerely,

Marina Khubesrian, M.D.
Mayor

Robert S. Joe
Mayor Pro Tem

Michael A. Cacciotti
Councilmember

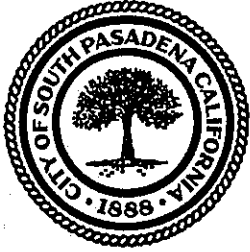
Diana Mahmud
Councilmember

Richard D. Schneider, M.D.
Councilmember

cc: The Honorable Blanca Rubio, State Assembly District 48
The Honorable Chris Holden, State Assembly District 41
The Honorable Anthony Portantino, State Senate District 25


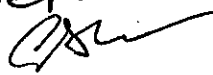


This page intentionally left blank.



City Council Agenda Report

ITEM NO. 16

DATE: April 17, 2019
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Craig Koehler, Finance Director 
SUBJECT: Monthly Investment Reports for February 2019

Recommendation Action

It is recommended that the City Council receive and file the monthly investment reports for February 2019.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

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

Background

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

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

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

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

Public Notification of Agenda Item

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

Attachments: City Investment Reports for February 2019

Exhibit A
City of South Pasadena

INVESTMENT REPORT
February 28, 2019

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	2.430%	51.89%	18,036,161.87	18,036,161.87
SUBTOTAL			51.89%	<u>18,036,161.87</u>	<u>18,036,161.87</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B-1	1.45%	34.33%	11,931,357.00	11,790,064.61
Corporate Bonds	See Exhibit B-1	2.83%	13.78%	4,789,261.25	4,745,060.29
SUBTOTAL			48.11%	<u>16,720,618.25</u>	<u>16,535,124.90</u>
TOTAL INVESTMENTS			100.00%	<u>\$34,756,780.12</u>	<u>\$34,571,286.77</u>

2016 WATER REVENUE BONDS ESCROW FUND **

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

Wells Fargo Govt. Securities	See Exhibit B-2	1.748%		41,510,426.09	40,493,194.16
Wells Fargo Uninvested Cash Balance				1,175.02	1,175.02

BANK ACCOUNTS:

Bank of the West Account Balance:	\$2,658,092.20
Morgan Stanley Uninvested Cash Balance:	\$107,470.89
Morgan Stanley Unsettled Transactions	\$0.00
BNY Mellon Uninvested Cash Balance	\$154,889.37

Required Disclosures:

Average weighted maturity of the portfolio 267 DAYS

Average weighted total yield to maturity of the portfolio 2.152%

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
February 28, 2019

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
1 Gov't. Securities	U.S. Treasury Note	912828ST8	413,000.00	100.008	413,033.29	412,112.05	1.260%	(921.24)
2 Gov't. Securities	U.S. Treasury Note	912828G95	822,000.00	100.101	822,827.96	815,769.24	1.640%	(7,058.72)
3 Gov't. Securities	U.S. Treasury Note	912828G95	164,000.00	99.781	163,641.33	162,756.88	1.640%	(884.45)
4 Gov't. Securities	U.S. Treasury Note	912828H52	259,000.00	98.461	255,013.73	255,954.16	1.270%	940.43
5 Gov't. Securities	U.S. Treasury Note	912828H52	35,000.00	99.566	34,848.24	34,588.40	1.270%	(259.84)
6 Gov't. Securities	U.S. Treasury Note	912828H52	15,000.00	99.914	14,987.12	14,823.60	1.270%	(163.52)
7 Gov't. Securities	U.S. Treasury Note	912828H52	97,000.00	100.291	97,282.56	95,859.28	1.270%	(1,423.28)
8 Gov't. Securities	U.S. Treasury Note	912828L32	250,000.00	98.641	246,601.50	245,702.50	1.410%	(899.00)
9 Gov't. Securities	U.S. Treasury Note	912828L32	74,000.00	100.519	74,384.21	72,727.94	1.410%	(1,656.27)
10 Gov't. Securities	U.S. Treasury Note	912828L32	329,000.00	100.515	330,695.70	323,344.49	1.410%	(7,351.21)
11 Gov't. Securities	U.S. Treasury Note	912828N89	498,000.00	99.469	495,354.62	487,183.44	1.420%	(8,171.18)
12 Gov't. Securities	U.S. Treasury Note	912828N89	150,000.00	100.545	150,817.50	146,742.00	1.420%	(4,075.50)
13 Gov't. Securities	U.S. Treasury Note	912828N89	280,000.00	100.559	281,566.17	273,918.40	1.420%	(7,647.77)
14 Gov't. Securities	U.S. Treasury Note	912828B90	736,000.00	100.353	738,599.24	728,411.84	2.030%	(10,187.40)
15 Gov't. Securities	U.S. Treasury Note	912828F96	494,000.00	100.211	495,041.91	487,711.38	2.050%	(7,330.53)
16 Gov't. Securities	U.S. Treasury Note	912828WZ9	494,000.00	99.883	493,421.03	482,964.04	1.810%	(10,456.99)
17 Gov't. Securities	U.S. Treasury Note	912828WZ9	279,000.00	95.836	267,382.16	272,767.14	1.810%	5,384.98
17 Gov't. Securities	U.S. Treasury Note	912828P4	413,000.00	99.816	412,241.73	404,595.45	1.940%	(7,646.28)
18 Gov't. Securities	U.S. Treasury Note	912828P4	579,000.00	99.211	574,431.11	567,217.35	1.940%	(7,213.76)
19 Gov't. Securities	U.S. Treasury Note	912828P4	25,000.00	97.887	24,471.68	24,491.25	1.940%	19.57
20 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	309,000.00	100.014	309,041.86	307,371.57	1.260%	(1,670.29)
21 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	309,000.00	100.115	309,355.78	307,371.57	1.260%	(1,984.21)
22 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	20,000.00	100.185	20,037.06	19,894.60	1.260%	(142.46)
23 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADK2	345,000.00	100.113	345,390.40	343,181.85	1.260%	(2,208.55)
24 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADM8	480,000.00	100.169	480,809.43	476,452.80	1.260%	(4,356.63)
25 Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADR7	500,000.00	100.377	501,886.16	493,260.00	1.400%	(8,626.16)
26 Gov't. Securities	Fed. Home Loan Mtg. Corp. Med.Term Note	3137EADB2	360,000.00	101.205	364,339.31	358,315.20	2.375%	(6,024.11)
27 Gov't. Securities	Fed. Home Loan Mtg. Corp. Med.Term Note	3137EADB2	326,000.00	101.637	331,336.93	324,474.32	2.375%	(6,862.61)
28 Gov't. Securities	Fed. Home Loan Mtg. Corp. Med.Term Note	3137EADB2	25,000.00	99.549	24,887.15	24,883.00	2.375%	(4.15)
29 Gov't. Securities	Fed. Home Loan Bank	3130A8QS5	665,000.00	99.305	660,378.25	644,045.85	1.180%	(16,332.40)
30 Gov't. Securities	Fed. National Mtg. Assn.	3135G0A78	568,000.00	100.031	568,178.06	563,450.32	1.640%	(4,727.74)
31 Gov't. Securities	Fed. National Mtg. Assn.	3135G0H55	401,000.00	101.737	407,966.11	396,352.41	1.910%	(11,613.70)
32 Gov't. Securities	Fed. National Mtg. Assn.	3135GOT45	507,000.00	98.023	496,976.61	497,037.45	1.875%	60.84
33 Gov't. Securities	Fed. National Mtg. Assn.	3135GOT78	506,000.00	98.129	496,532.74	496,583.34	2.000%	50.60
34 Gov't. Securities	Fed. National Mtg. Assn.	3135GOU43	225,000.00	101.155	227,598.36	227,749.50	2.875%	151.14

16-4

Exhibit B-1
Funds and Investments
Held by Contracted (Third) Parties
February 28, 2019

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
Subtotal Gov't. Securities			11,952,000.00		11,931,357.00	11,790,064.61	1.454%	(141,292.39)
35 Corporate Bond	United Parcel Service	911312AK2	75,000.00	100.315	75,236.53	75,148.50	5.040%	(88.03)
36 Corporate Bond	John Deere Capital Corp.	24422ERR2	61,000.00	100.070	61,042.72	60,967.67	2.250%	(75.05)
37 Corporate Bond	US Bancorp (Callable)	91159HHB9	61,000.00	100.130	61,079.40	60,973.77	2.200%	(105.63)
38 Corporate Bond	US Bancorp (Callable)	91159HHB9	20,000.00	100.128	20,025.60	19,991.40	2.200%	(34.20)
39 Corporate Bond	Caterpillar Financial	14912L6B2	78,000.00	100.250	78,194.91	77,865.84	2.110%	(329.07)
40 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	32,000.00	100.143	32,045.62	31,933.76	2.000%	(111.86)
41 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	8,000.00	100.086	8,006.91	7,983.44	2.000%	(23.47)
42 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	2,000.00	100.144	2,002.87	1,995.86	2.000%	(7.01)
43 Corporate Bond	Home Depot Inc. (Callable)	437076BE1	38,000.00	100.238	38,090.47	37,921.34	2.000%	(169.13)
44 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	111,000.00	100.132	111,146.74	110,702.52	2.000%	(444.22)
45 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	7,000.00	100.198	7,013.89	6,981.24	2.000%	(32.65)
46 Corporate Bond	Berkshire Hathaway Inc.	084670BL1	45,000.00	100.226	45,101.75	44,879.40	2.000%	(222.35)
47 Corporate Bond	Honeywell Internatoinal	438516BJ4	82,000.00	99.468	81,563.76	81,424.36	1.420%	(139.40)
48 Corporate Bond	Proctor & Gamble Co.	742718EG0	105,000.00	100.210	105,220.94	104,475.00	1.920%	(745.94)
49 Corporate Bond	Proctor & Gamble Co.	742718EG0	13,000.00	100.185	13,024.02	12,935.00	1.920%	(89.02)
50 Corporate Bond	Proctor & Gamble Co.	742718EG0	3,000.00	100.280	3,008.41	2,985.00	1.920%	(23.41)
51 Corporate Bond	Proctor & Gamble Co.	742718EG0	40,000.00	100.535	40,213.83	39,800.00	1.920%	(413.83)
52 Corporate Bond	Costco Wholesale Group	22160KAF2	81,000.00	100.468	81,379.11	80,369.82	1.720%	(1,009.29)
53 Corporate Bond	BB&T Corp. (Callable)	05531FAS2	81,000.00	100.467	81,378.53	80,726.22	2.470%	(652.31)
54 Corporate Bond	Cisco Systems Inc.	17275RAH5	79,000.00	101.490	80,177.31	80,177.89	4.340%	0.58
55 Corporate Bond	PNC Funding Corp.	693476BJ1	101,000.00	102.592	103,618.35	103,078.58	4.970%	(539.77)
56 Corporate Bond	PNC Funding Corp.	693476BJ1	6,000.00	102.651	6,159.03	6,123.48	4.970%	(35.55)
57 Corporate Bond	PNC Funding Corp.	693476BJ1	2,000.00	102.665	2,053.29	2,041.16	4.970%	(12.13)
58 Corporate Bond	PNC Funding Corp.	693476BJ1	34,000.00	103.000	35,020.14	34,699.72	4.970%	(320.42)
59 Corporate Bond	Comcast Corp.	20030NBA8	98,000.00	102.771	100,715.24	100,171.68	4.990%	(543.56)
60 Corporate Bond	Comcast Corp.	20030NBA8	8,000.00	103.073	8,245.80	8,177.28	4.990%	(68.52)
61 Corporate Bond	Comcast Corp.	20030NBA8	2,000.00	103.175	2,063.49	2,044.32	4.990%	(19.17)
62 Corporate Bond	Comcast Corp.	20030NBA8	38,000.00	103.577	39,359.18	38,842.08	4.990%	(517.10)
63 Corporate Bond	Comcast Corp.	20030NBA8	5,000.00	103.275	5,163.74	5,110.80	4.990%	(52.94)
64 Corporate Bond	Wal-Mart	931142CU5	76,000.00	103.145	78,390.27	77,000.16	3.570%	(1,390.11)
65 Corporate Bond	Target Corp.	87612EAV8	39,000.00	103.092	40,206.01	39,589.29	3.800%	(616.72)
66 Corporate Bond	Target Corp.	87612EAV8	36,000.00	103.155	37,135.75	36,543.96	3.800%	(591.79)
67 Corporate Bond	United Health Group Inc.	91324PCM2	53,000.00	100.632	53,335.17	53,019.61	2.710%	(315.56)
68 Corporate Bond	United Health Group Inc.	91324PCM2	7,000.00	100.733	7,051.34	7,002.59	2.710%	(48.75)
69 Corporate Bond	United Health Group Inc.	91324PCM2	18,000.00	101.455	18,261.85	18,006.66	2.710%	(255.19)
70 Corporate Bond	United Health Group Inc.	91324PCM2	42,000.00	101.133	42,476.00	42,015.54	2.710%	(460.46)
71 Corporate Bond	Intel Corp.	458140AQ3	56,000.00	100.355	56,199.02	55,834.24	2.460%	(364.78)
72 Corporate Bond	Intel Corp.	458140AQ3	3,000.00	100.471	3,014.14	2,991.12	2.460%	(23.02)
73 Corporate Bond	Intel Corp.	458140AQ3	20,000.00	101.219	20,243.80	19,940.80	2.460%	(303.00)
74 Corporate Bond	State Street Corp.	857477AS2	54,000.00	101.251	54,675.72	53,771.58	2.570%	(904.14)
75 Corporate Bond	State Street Corp.	857477AS2	24,000.00	101.292	24,310.05	23,898.48	2.570%	(411.57)
76 Corporate Bond	The Walt Disney Co.	25468PDE3	60,000.00	100.237	60,142.11	59,475.60	2.190%	(666.51)
77 Corporate Bond	The Walt Disney Co.	25468PDE3	20,000.00	101.313	20,262.57	19,825.20	2.190%	(437.37)

16-5

Exhibit B-1
Funds and Investments
Held by Contracted (Third) Parties
February 28, 2019

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
78 Corporate Bond	Bank of America	06051GFT1	163,000.00	100.501	163,817.39	162,196.41	2.650%	(1,620.98)
79 Corporate Bond	Coca-Cola Co.	191216BT6	62,000.00	100.520	62,322.35	61,185.32	1.910%	(1,137.03)
80 Corporate Bond	Coca-Cola Co.	191216BT6	19,000.00	100.757	19,143.74	18,750.34	1.910%	(393.40)
81 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	61,000.00	100.768	61,468.44	60,408.30	2.340%	(1,060.14)
82 Corporate Bond	Chubb INA Holdings Inc	00440EAT4	62,000.00	100.585	62,362.39	61,398.60	2.340%	(963.79)
83 Corporate Bond	Johnson & Johnson	478160CH5	83,000.00	100.079	83,065.43	82,019.77	1.980%	(1,045.66)
84 Corporate Bond	Chevron Corp. (Callable)	166764AY6	55,000.00	101.056	55,580.72	54,761.30	2.440%	(819.42)
85 Corporate Bond	Chevron Corp. (Callable)	166764AY6	25,000.00	101.150	25,287.51	24,891.50	2.440%	(396.01)
86 Corporate Bond	Intercontinental Exchange Inc	45866FAC8	167,000.00	99.132	165,550.44	166,604.21	2.750%	1,053.77
87 Corporate Bond	Intercontinental Exchange Inc	45866FAC8	42,000.00	99.695	41,871.90	41,900.46	2.750%	28.56
87 Corporate Bond	VISA	92826CAA0	162,000.00	100.376	162,609.55	160,532.28	2.230%	(2,077.27)
88 Corporate Bond	Occidental Petroleum Corp. (Callable)	674599BY0	75,000.00	103.653	77,739.64	76,473.00	4.010%	(1,266.64)
89 Corporate Bond	Exxon Mobil Corp. (Callable)	30231GAV4	162,000.00	101.026	163,662.88	160,564.68	2.260%	(3,098.20)
90 Corporate Bond	JP Morgan Chase	46625HHZ6	151,000.00	105.023	158,584.00	156,023.77	4.470%	(2,560.23)
91 Corporate Bond	3M Co. (Callable)	88579YAU5	65,000.00	100.064	65,041.62	63,024.65	1.700%	(2,016.97)
92 Corporate Bond	3M Co. (Callable)	88579YAU5	17,000.00	99.207	16,865.19	16,483.37	1.700%	(381.82)
93 Corporate Bond	MasterCard, Inc.	57636QAF1	164,000.00	99.249	162,768.36	161,107.04	2.060%	(1,661.32)
94 Corporate Bond	Microsoft Corp.	594918BA1	82,000.00	100.791	82,648.66	81,334.98	2.430%	(1,313.68)
95 Corporate Bond	American Express Credit (Callable)	0258M0EG0	162,000.00	101.415	164,292.88	161,071.74	2.760%	(3,221.14)
96 Corporate Bond	Burlington North Santa Fe (Callable)	12189LAH4	79,000.00	102.634	81,081.06	79,155.63	3.070%	(1,925.43)
97 Corporate Bond	Apple Inc.	037833BF6	160,000.00	101.857	162,970.50	159,465.60	2.740%	(3,504.90)
98 Corporate Bond	Oracle Corp.	68389XBB0	81,000.00	101.142	81,925.08	79,978.59	2.560%	(1,946.49)
99 Corporate Bond	Gilead Sciences Inc	375558BC6	164,000.00	100.158	164,258.66	164,882.32	3.220%	623.66
100 Corporate Bond	Bank of New York Mellon Corp	06406RAE7	168,000.00	99.109	166,503.12	167,222.16	2.950%	719.04
101 Corporate Bond	Amazon	023135AW6	125,000.00	99.568	123,210.00	122,893.75	2.400%	(316.25)
102 Corporate Bond	General Dynamics Corp	369550BD9	163,000.00	101.613	165,628.91	165,197.24	3.310%	(431.67)
103 Corporate Bond	Cisco Systems Inc.	17275RBH4	84,000.00	97.479	81,882.36	81,863.04	2.200%	(19.32)
104 Corporate Bond	BB&T Corp.	05531FBF9	121,000.00	102.531	124,063.09	124,228.28	3.750%	165.19
Subtotal Corporate Bonds			4,748,000.00		4,789,261.25	4,745,060.29	2.831%	(44,200.96)
								44,200.96

16-91

Exhibit B-1
Funds and Investments
Held by Contracted (Third) Parties
February 28, 2019

Morgan Stanley Investments

Investment Type	Issuer	CUSIP	Par Value	Adjusted Premium	Adjusted Cost	Market Value	Current YTM	Unrealized Gain/Loss
Money Market	Liquid Asset Fund		-					
Uninvested Cash			-			107,470.89		
Accrued Interest								
Subtotal Cash & Cash Equivalents						107,470.89		
Grand Totals			16,700,000.00		16,720,618.25	16,642,595.79	1.837%	(185,493.35)
Unsettled Transactions						0.00		
Subtotal Unsettled Transactions						-		
Totals incl. Unsettled Transactions			16,700,000.00		16,720,618.25	16,642,595.79		(185,493.35)
Totals per Bank Statement			16,700,000.00		16,720,618.25	16,642,595.79		(185,493.35)

16,457,102.44

16-7

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
February 28, 2019

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
-----------------	--------	-----------------	-----------	-------------	--------------	-------------	---------------	------------------	----------------------

BNY Mellon Project Fund

1	Cash		1,175.02	0.010%	1,175.02	0.010%		1	
2	Morgan Stanley Treasury Portfolio		107,470.89	0.250%	107,470.89	0.250%		1	
Subtotal Cash & Cash Equivalents			108,645.91	0.247%	108,645.91	0.247%		1	
Total Project Fund			108,645.91	0.247%	108,645.91	0.247%		1	

Wells Fargo Escrow Fund -- Information Only

1	Cash		1,175.02	0.100%	1,175.02	0.100%		1	
Subtotal Cash & Cash Equivalents			1,175.02	0.100%	1,175.02	0.100%		1	
2	Gov't. Securities U.S. Treasury Note	11/10/2016	600,825.74	1.625%	591,603.36	1.625%	3/31/2019	31	912828C65
3	Gov't. Securities U.S. Treasury Note	11/10/2016	40,909,600.35	1.750%	39,901,590.80	1.750%	9/30/2019	214	912828F39
Subtotal Securities			41,510,426.09	1.748%	40,493,194.16	1.748%		211	
Total Escrow Fund			41,511,601.11	1.748%	40,494,369.18	1.748%		211	

16-91

Exhibit C

**City of South Pasadena
Investment Report**

Summary of Invested Funds -- Last Day of the Month

16-9

MONTH	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
JULY	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829
AUGUST	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493
SEPTEMBER	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168
OCTOBER	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542
NOVEMBER	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772
DECEMBER	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835
JANUARY	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506
FEBRUARY	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,581,287
MARCH	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	
APRIL	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	
MAY	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	
JUNE	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	

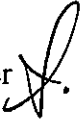
This page intentionally left blank.




City Council Agenda Report

ITEM NO. 17

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Paul Riddle, Fire Chief 

SUBJECT: Adoption of a Resolution Confirming the Fire Department's Compliance with Mandated Inspection Duties

Recommendation

It is recommended that the City Council adopt the resolution acknowledging the receipt of the Fire Department's annual report of compliance for mandated inspection duties.

Commission Review and Recommendation

This matter was not reviewed by any Commission.

Discussion/Analysis

Existing law requires the Fire Department of any city, county, or district to inspect on an annual basis certain types of occupancies within their jurisdiction. These occupancies include schools, hotels, motels, lodging houses, apartment houses and accessory structures to those buildings. The purpose of these annual inspections is to ensure compliance with building standards and fire regulations.

As of January 1, 2019, Senate Bill (SB) 1205 requires the Fire Department to submit an annual report to the City Council confirming the Fire Department's compliance with its mandatory inspection duties. SB 1205 also requires that the annual report be given during the annual budget preparation or at another time set by the City Council. The City Council must acknowledge the receipt of the report by resolution.

In 2018, the Fire Department completed 1,163 inspections with 500 of the completed inspections State Mandatory Occupancies. The Fire Department was compliant in 2018 with its mandated inspection duties. The completed inspections were as follows:

- **Business Inspections, 663**
- **Apartment Inspections, 490 – State Mandatory Occupancy**

Resolution on Mandated Occupancy Inspections

April 17, 2019

Page 2 of 3

- **Schools, Five – *State Mandatory Occupancy***
 1. South Pasadena High School
 2. South Pasadena Middle School
 3. Marengo Elementary School
 4. Monterey Hills Elementary School
 5. Arroyo Vista Elementary School

- **Nursing Care Facility Homes, Five – *State Mandatory Occupancy***
 1. South Pasadena Convalescent Hospital
 2. Prospect Manor
 3. Meridian Manor
 4. Home Safe Connection
 5. South Pasadena Care Center

The inspections were completed by suppression personnel as well as the Department's part-time Fire Prevention Specialist. Suppression personnel typically inspect businesses and the Fire Prevention Specialist is assigned to the mandated occupancies.

Background

The Fire Department is responsible for conducting annual fire inspections for the City. The purpose of the annual inspections is to ensure that business, schools, apartments, hotels, and assisted living facilities are compliant with building standards and fire regulations. As previously stated, existing law requires the Fire Department to inspect certain occupancy types in the City and as a result of SB 1205, provide a report to the City Council.

In December 2016, a deadly fire at an Oakland warehouse, known as the Ghost Ship, killed 36 people, the highest death toll for a structure fire in the United States in over 10 years. The Ghost ship was a two-story warehouse that had been leased to artist who lived and worked in the building, periodically using it for events. Zoned as a warehouse, neither residential nor assembly uses were permitted by the city. Media reports suggested that the Ghost Ship hadn't been inspected in 30 years. Had an inspection occurred, officials could have raised concerns about the safety and occupancy of the building.

SB 1205 was introduced in August, 2018 and deals with the issue of some local fire departments failing to keep up with the statutory-related annual building inspections. By requiring annual reporting of their compliance to the local city council or board of supervisors, the bill is intended to apply local pressure to comply.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact as a result of SB 1205. The Fire Department has been compliant with the annual inspections of mandated occupancies for at least the previous 10 years.

Resolution on Mandated Occupancy Inspections

April 17, 2019

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,
ACKNOWLEDGING THE RECEIPT OF FIRE DEPARTMENT'S
ANNUAL REPORT OF COMPLIANCE WITH MANDATED
INSPECTION DUTIES**

WHEREAS, The Fire Department is required to inspect on an annual basis certain types of occupancies within the City; and

WHEREAS, These State Mandated Occupancies include schools, hotels, motels, lodging houses, apartment houses and assessor structures to those buildings; and

WHEREAS, In 2018, the Fire Department completed 1,163 occupancy inspections, 500 of which were State Mandated Occupancies; and

WHEREAS, In completing 500 State Mandated Occupancy inspections, the Fire Department was compliant with its mandated inspection duties in the year 2018.

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

SECTION 1. That the City Council has received and acknowledge the Fire Department's Annual Report of Compliance with mandated occupancy inspections.

SECTION 2. That, in 2018, the Fire Department has met the obligation of inspecting State Mandated Occupancies in the City.

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

PASSED, APPROVED AND ADOPTED ON this 17th day of April, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

This page intentionally left blank.



City Council Agenda Report

ITEM NO. 18

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Daniel Ojeda, P.E., Interim Director of Public Works *D.O.*
Alex Chou, Associate Civil Engineer *AKC*

SUBJECT: **Adoption of Resolution Vacating Bank Street between Fremont Avenue and Diamond Avenue, and Reserving Public Utility Easements**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution (Attachment 1) to vacate a Bank Street between Fremont Avenue and Diamond Avenue, and reserve easements for water and sewer utilities, pursuant to Streets and Highways (S&H) Code Sections 8330-8336; and
2. Authorize the recordation of the vacation of Bank Street with the Los Angeles County Registrar-Recorder/County Clerk Office.

Commission Review and Recommendation

This matter was reviewed and recommended by the Planning Commission on March 25, 2019.

Discussion/Analysis

On June 21, 2018, the South Pasadena Unified School District ("District") submitted an application for complete vacation of Bank Street between Diamond Avenue and Fremont Avenue. The completion of the vacation will revert the public right of way back to the adjacent property (i.e. South Pasadena Senior High School), which is owned by the District. The additional vacated right-of-way will remove certain public and legal restrictions that will allow the District to complete a new classroom building within vacated Bank Street which is currently under construction.

Bank Street is presently a cul-de-sac between Diamond Avenue and Fremont Avenue, with the easterly portion vacated by the City of South Pasadena (City) on January 18, 1967. Bank Street has since served primarily as an access driveway (from Diamond Avenue) for the High School; the street carries no through or public traffic.

Under S&H Code Section 8334, the City may summarily vacate "excess right-of-way of a street or highway not required for street or highway purposes." Furthermore, under S&H Code Section

8313, the City must “consider the general plan prior to vacating the street, highway, or public service easement.”

On March 25, 2019, the Planning Commission adopted Resolution No. 19-05, “reporting the conformity with the general plan” to vacate Bank Street, between Fremont Avenue and Diamond Avenue. With the vacation being consistent with the General Plan, the City may now proceed with summarily vacating Bank Street, since it is deemed “an excess right-of-way or highway not required for street or highway purposes.”

The City is reserving and excepting from the vacation the easement interests for the existing sewer and water lines underneath the Street, pursuant to S&H Section 8341. The reservation of easements for sewer and water utilities are necessary for ongoing maintenance, operation, repair, replacement, and/or other future public sewer and water services.

Vacating Bank Street also reduces the City’s obligation in terms of maintenance and operation, as well as liability associated with public right-of-way.

Next Steps

1. The City will record the vacated Bank Street with the Los Angeles County Registrar-Recorder/County Clerk Office.
2. The Los Angeles County Registrar-Recorder/County Clerk Office will send a recorded copy to the City for its records.

Background

On January 18, 1967, the City adopted Resolution No. 4676, vacating the easterly portion of Bank Street, between Diamond Avenue and Fremont Avenue, and reserving easements for utilities. Bank Street has since functioned primarily as a driveway for accessing the High School from Diamond Avenue.

On June 21, 2018, the South Pasadena Unified School District (“District”) submitted an application for vacating the remaining portion of Bank Street, between Diamond Avenue and Fremont Avenue. The purpose of the vacation is to remove public right-of-way restrictions, in order to for the District to construct a proposed classroom building.

Under Streets and Highways Code Section 8313, the City must “consider the general plan prior to vacating the street, highway, or public service easement.” On March 25, 2019, the Planning Commission determined that the proposed vacation of Bank Street is consistent with the General Plan, and recommended Bank Street be summarily vacated.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The cost to vacate Bank Street is limited to staff time associated with processing the vacation, which would be covered by the application fee. The City may realize potential cost savings from reduced maintenance and liability associated with the vacated street.

Environmental Analysis

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061(b) (3) states that a project can qualify when “The activity is covered by the common sense exception that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

The proposed action involves the vacation of a cul-de-sac that presently only serves the adjacent property, while reserving public utility easements for sewer and water. City staff found that there is no possible significant effect directly related to the Project; and therefore, the Project is qualified for exemption pursuant to State CEQA Guidelines.

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 Vacating Bank Street
2. Legal Description for Bank Street
 - Exhibit A: Bank Street Vacation Map
 - Exhibit B: Water Easement Map
 - Exhibit C: Sewer Easement Map
3. Planning Commission Resolution No. 19-05, reporting conformity with General Plan

ATTACHMENT 1
Resolution

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH PASADENA VACATING BANK STREET
BETWEEN DIAMOND AVENUE AND FREMONT
AVENUE, AND RESERVING AN EASEMENT FOR
WATER AND SEWER UTILITIES, PURSUANT TO
STREETS AND HIGHWAYS CODE SECTIONS 8330-8336**

WHEREAS, under Streets and Highways Code section 8312, the City Council has the authority to vacate all or part of a street within the City of South Pasadena; and

WHEREAS, on January 18, 1967, the City vacated a portion of Bank Street between Diamond Avenue and Fremont Avenue in the City of South Pasadena via City Council Resolution No. 4676; and

WHEREAS, on June 21, 2018 the South Pasadena Unified School District (“District”) applied for a complete vacation of Bank Street between Diamond Avenue and Fremont Avenue in the City of South Pasadena (“Bank Street”), as more particularly described in Exhibit A, to construct a new building over Bank Street; and

WHEREAS, under Streets and Highways Code section 8334, subdivision (a), the City may summarily vacate “excess right-of-way of a street or highway not required for street or highway purposes”; and

WHEREAS, under Streets and Highways Code section 8313, subdivision (b), and Government Code section 65402, subdivision (a), before a street that is included in the City’s General Plan is vacated, the location, purpose and extent of the street vacation must be “reported upon by the planning agency as to conformity with said adopted general plan or part thereof;” and

WHEREAS, Bank Street is included within the City’s General Plan, and on March 25, 2019 the Planning Commission, via Resolution No. 19-05 determined the proposed vacation of Bank Street is consistent with the goals and policies of the City’s General Plan and recommended Bank Street be summarily vacated as an “excess right-of-way”; and

WHEREAS, under Streets and Highways Code section 8340, subdivision (a), the City “may reserve and except from the vacation the easement and right ... to construct maintain, operate, replace, remove, and renew sanitary sewers and storm drains and appurtenant structures in, upon, over, and across a street or highway proposed to be vacated and, ... to construct, maintain, operate, replace, remove, renew, and enlarge lines of pipe, conduits, ... and other convenient structures, equipment, and fixtures ... for the

transportation or distribution of ... water, and for incidental purposes, including access to protect these works from all hazards in, upon, and over the street or highway proposed to be vacated”; and

WHEREAS, the Planning Commission has recommended the reservation of an easement over Bank Street for sewer and water utilities; and

WHEREAS, notice of the vacation of Bank Street was published and posted on March 12, 2019 pursuant to the Code of Civil Procedure and the requirements of the South Pasadena Municipal Code; and

WHEREAS, the City Clerk posted an affidavit in her office proving such publication pursuant to Streets and Highways Code section 8317, subdivision (b).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: CEQA. Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) and the City’s local CEQA Guidelines, City staff determined that the summary vacation is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment City staff found that there is no possible significant effect directly related to the Project, therefore no further action is required under CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR § 15061(b)(3)), and independently, the summary vacation is categorically exempt (class 5) pursuant to Section 15305 of the State CEQA Guidelines (14 CCR § 15305).

SECTION 2: GENERAL PLAN CONSISTENCY. The Council finds the summary vacation of Banks Street is consistent with Chapter Two, Goal 1, Policy 1.7, of the General Plan, which states the City’s policy to “Utilize means available to the City – including code enforcement, permit fee waiver, tax abatement, shared parking offsets, and offerings of expedited plan processing – to facilitate change as necessary.”

SECTION 3: NON-MOTORIZED TRANSPORTATION FACILITY. The Council finds, pursuant to Streets and Highways Code sections 8314 & 892, that Bank Street is not useful as a non-motorized transportation facility.

SECTION 4: EXCESS RIGHT-OF-WAY. The Council finds Bank Street is excess right-of-way under Streets and Highways Code section 8334, subdivision (a), and summarily vacates Bank Street under Streets and Highways Code sections 8330–8336.

SECTION 5: WATER UTILITY EASEMENT. Under Streets and Highways Code section 8341, subdivision (a), the City reserves an easement over Bank Street for water utilities, as more particularly described in Exhibit B.

SECTION 6: SEWER UTILITY EASEMENT. Under Streets and Highways Code section 8341, subdivision (a), the City reserves an easement over Bank Street for sewer utilities, as more particularly described in Exhibit C.

SECTION 7: EFFECTIVE DATE. From the date of the recordation of this Resolution, the Street will no longer constitute a public right-of-way of the City.

SECTION 8: RECORDATION. The City Clerk shall cause a certified copy of this Resolution, attested by the City Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Los Angeles County Recorder, pursuant to Streets and Highways Code section 8336, subdivision (a).

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a special meeting held on the 17th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

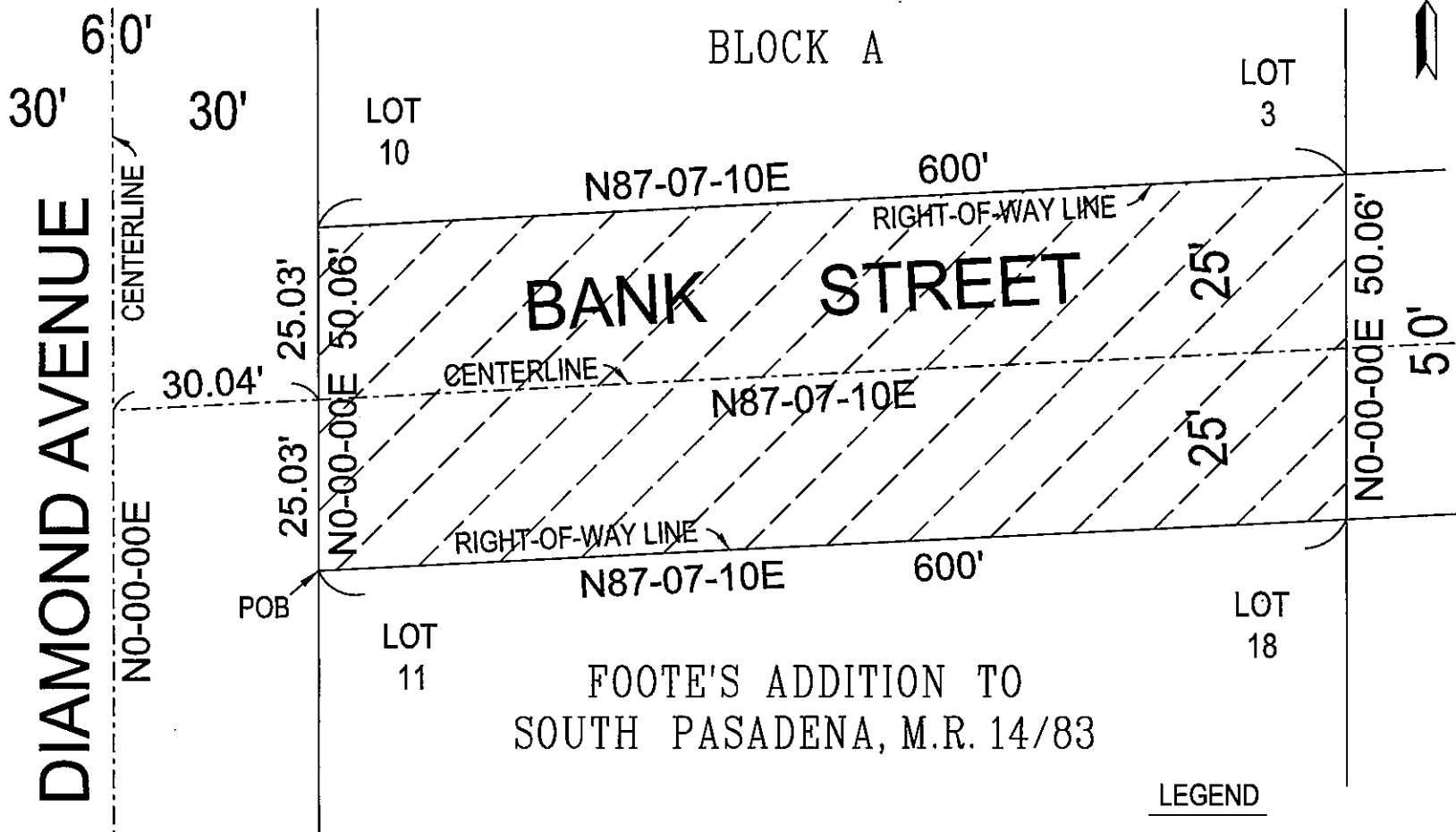
NOT TO SCALE

EXHIBIT A - SUPPLEMENT

STREET VACATION MAP



6-81



FOOTE'S ADDITION TO
SOUTH PASADENA, M.R. 14/83

LEGEND

-  - STREET VACATION
- POB - POINT OF BEGINNING

EXHIBIT A – STREET VACATION

LEGAL DESCRIPTION

THAT PORTION OF BANK STREET (50 FEET WIDE) OF THE FOOTE'S ADDITION TO SOUTH PASADENA MAP IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 14, PAGES 83 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, OF WHICH THE BEARINGS HEREON BEING INDEPENDENTLY DERIVED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF BLOCK 'A' OF SAID MAP; THENCE NORTH 87°07'10" EAST 600 FEET ALONG THE SOUTH LINE OF SAID BANK STREET TO THE NORTHEAST CORNER OF LOT 18 OF SAID BLOCK; THENCE NORTH 0°00'00" EAST 50.06 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF SAID BLOCK; THENCE SOUTH 87°07'10" WEST 600 FEET ALONG THE NORTH LINE OF SAID BANK STREET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK; THENCE SOUTH 0-00-00 WEST 50.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT B – WATER EASEMENT

LEGAL DESCRIPTION

AN EASEMENT SIX FEET WIDE OVER THAT PORTION OF BANK STREET (50 FEET WIDE) OF THE FOOTE'S ADDITION TO SOUTH PASADENA MAP IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 14, PAGES 83 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE BEARINGS HEREON BEING INDEPENDENTLY DERIVED, AND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF DIAMOND AVENUE (60 FEET WIDE) AND DISTANT SIX FEET SOUTH OF THE CENTERLINE OF SAID BANK STREET (50 FEET WIDE) AS MEASURED AT RIGHT ANGLES; THENCE NORTH $87^{\circ}07'10''$ EAST 22.21 FEET PARALLEL WITH SAID CENTERLINE; THENCE SOUTH $47^{\circ}52'50''$ EAST 5.66 FEET TO A POINT DISTANT TEN FEET SOUTH AND PERPENDICULAR WITH SAID CENTERLINE; THENCE NORTH $87^{\circ}07'10''$ EAST 91.06 FEET PARALLEL WITH SAID CENTERLINE; THENCE NORTH $42^{\circ}07'03''$ EAST 5.66 FEET TO A POINT DISTANT SIX FEET SOUTH AND PERPENDICULAR WITH SAID CENTERLINE; THENCE NORTH $87^{\circ}07'10''$ EAST 628.26 FEET PARALLEL WITH SAID CENTERLINE TO THE WEST LINE OF FREMONT AVENUE.

THE SIDE LINES OF SAID TEN FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE TO THE WEST AT THE EAST LINE OF SAID DIAMOND AVENUE AND TO TERMINATE TO THE EAST AT THE WEST LINE OF SAID FREMONT AVENUE.

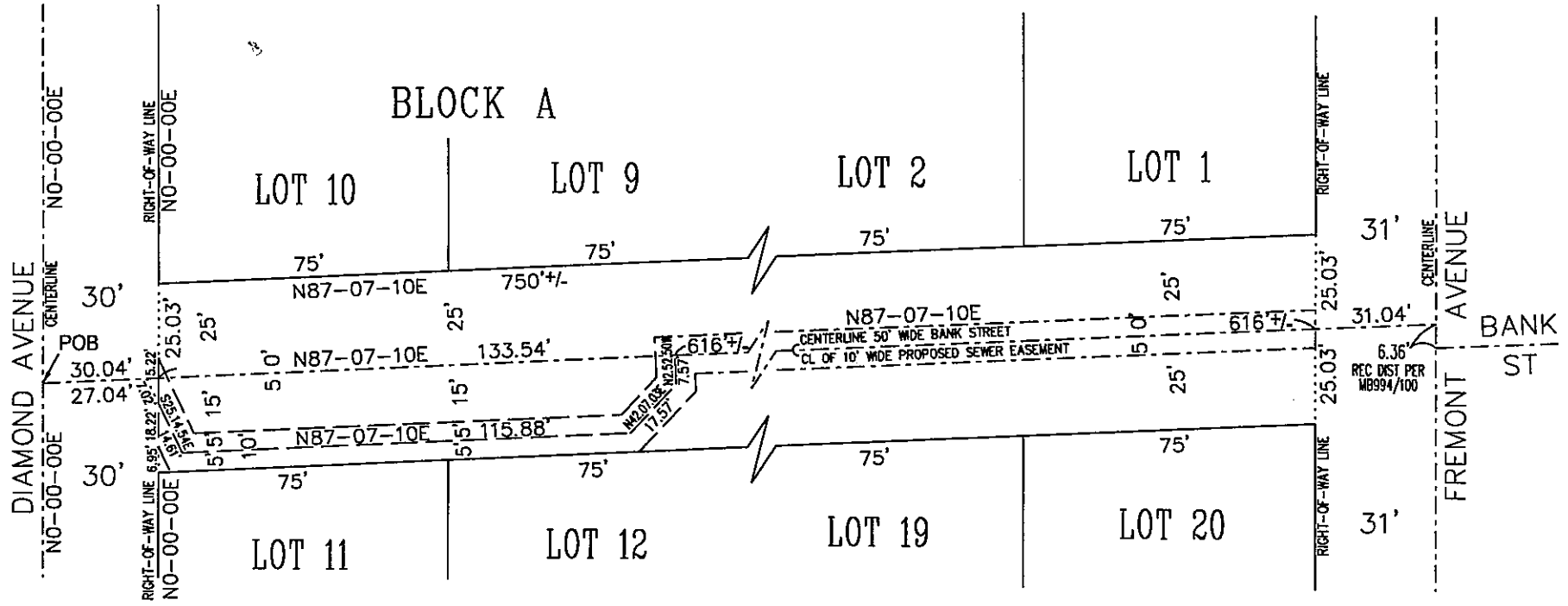


EXHIBIT C - SUPPLEMENT

Sewer Easement



18-81



FOOTE'S ADDITION TO SOUTH PASADENA, M.R. 14/83

ATTACHMENT 2
Legal Description for Bank Street

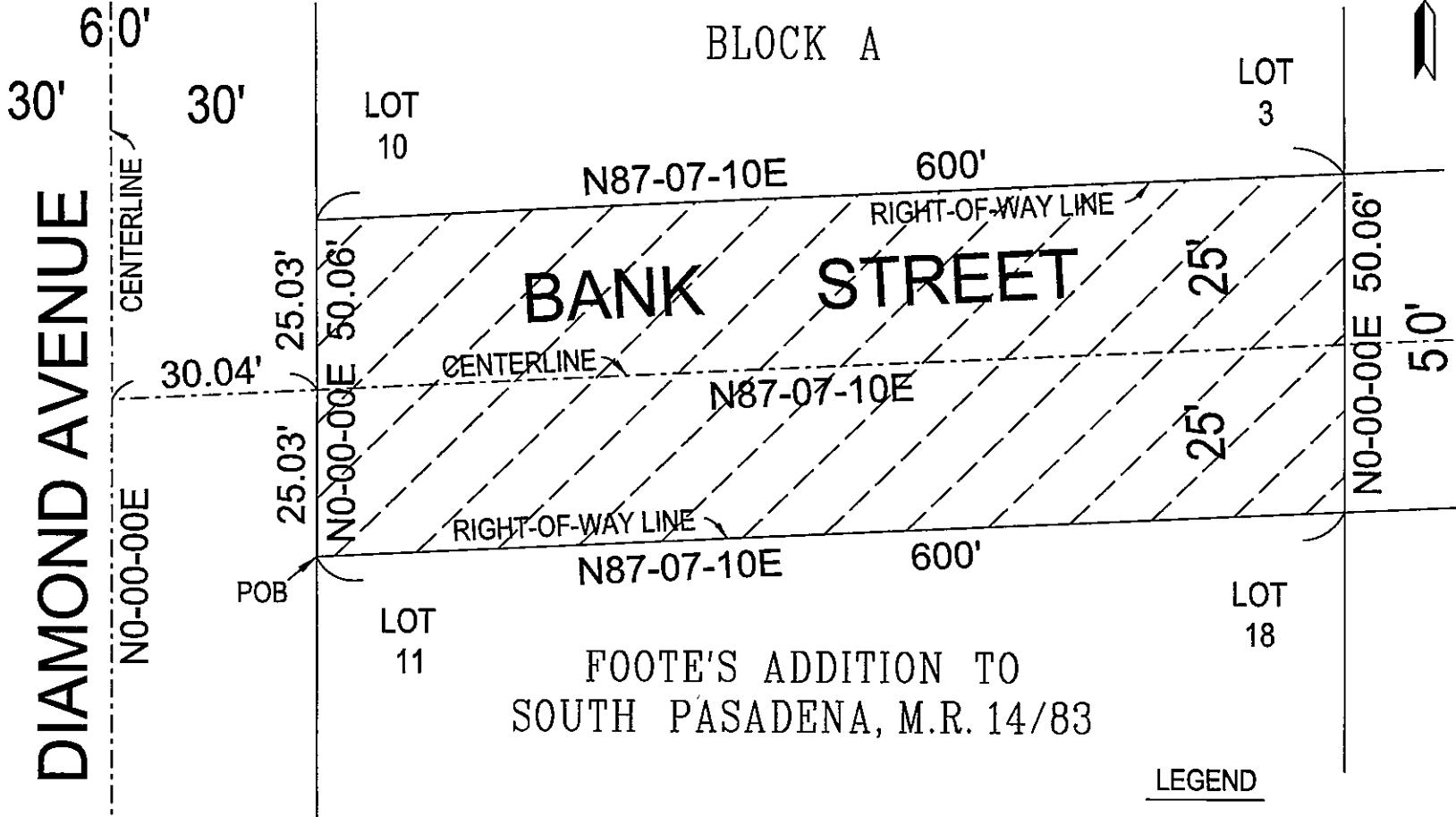
NOT TO SCALE

EXHIBIT A - SUPPLEMENT

STREET VACATION MAP



18-15



LEGEND

 - STREET VACATION

POB - POINT OF BEGINNING

FOOTE'S ADDITION TO
SOUTH PASADENA, M.R. 14/83

EXHIBIT A – STREET VACATION LEGAL DESCRIPTION

THAT PORTION OF BANK STREET (50 FEET WIDE) OF THE FOOTE'S ADDITION TO SOUTH PASADENA MAP IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 14, PAGES 83 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, OF WHICH THE BEARINGS HEREON BEING INDEPENDENTLY DERIVED AND DESCRIBED AS FOLLOWS:

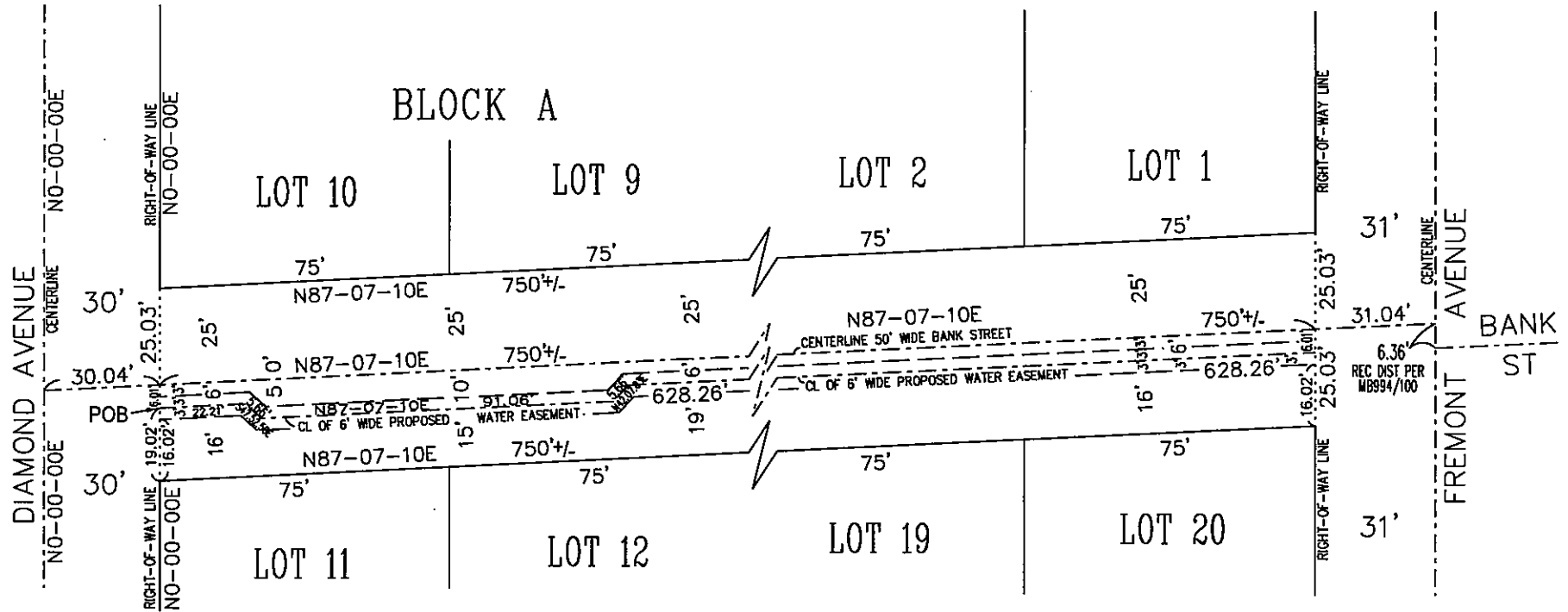
BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF BLOCK 'A' OF SAID MAP; THENCE NORTH 87°07'10" EAST 600 FEET ALONG THE SOUTH LINE OF SAID BANK STREET TO THE NORTHEAST CORNER OF LOT 18 OF SAID BLOCK; THENCE NORTH 0°00'00" EAST 50.06 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF SAID BLOCK; THENCE SOUTH 87°07'10" WEST 600 FEET ALONG THE NORTH LINE OF SAID BANK STREET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK; THENCE SOUTH 0-00-00 WEST 50.06 FEET TO THE POINT OF BEGINNING.



EXHIBIT B - SUPPLEMENT Water Easement Map



18-17



FOOTE'S ADDITION TO SOUTH PASADENA, M.R. 14/83

EXHIBIT B – WATER EASEMENT

LEGAL DESCRIPTION

AN EASEMENT SIX FEET WIDE OVER THAT PORTION OF BANK STREET (50 FEET WIDE) OF THE FOOTE'S ADDITION TO SOUTH PASADENA MAP IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 14, PAGES 83 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE BEARINGS HEREON BEING INDEPENDENTLY DERIVED, AND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF DIAMOND AVENUE (60 FEET WIDE) AND DISTANT SIX FEET SOUTH OF THE CENTERLINE OF SAID BANK STREET (50 FEET WIDE) AS MEASURED AT RIGHT ANGLES; THENCE NORTH $87^{\circ}07'10''$ EAST 22.21 FEET PARALLEL WITH SAID CENTERLINE; THENCE SOUTH $47^{\circ}52'50''$ EAST 5.66 FEET TO A POINT DISTANT TEN FEET SOUTH AND PERPENDICULAR WITH SAID CENTERLINE; THENCE NORTH $87^{\circ}07'10''$ EAST 91.06 FEET PARALLEL WITH SAID CENTERLINE; THENCE NORTH $42^{\circ}07'03''$ EAST 5.66 FEET TO A POINT DISTANT SIX FEET SOUTH AND PERPENDICULAR WITH SAID CENTERLINE; THENCE NORTH $87^{\circ}07'10''$ EAST 628.26 FEET PARALLEL WITH SAID CENTERLINE TO THE WEST LINE OF FREMONT AVENUE.

THE SIDE LINES OF SAID TEN FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE TO THE WEST AT THE EAST LINE OF SAID DIAMOND AVENUE AND TO TERMINATE TO THE EAST AT THE WEST LINE OF SAID FREMONT AVENUE.

ATTACHMENT 3
P.C. Resolution No. 19-05

P.C. RESOLUTION NO. 19-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA REPORTING THE CONFORMITY WITH THE GENERAL PLAN, TO VACATE A 600 FOOT-LONG SEGMENT OF BANK STREET BETWEEN DIAMOND AVENUE AND THE SOUTH PASADENA HIGH SCHOOL'S EASTERN BOUNDARY, AND RESERVING PUBLIC UTILITY EASEMENTS DEEMED APPROPRIATE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, pursuant to Section 65402 of the California Government Code, the Planning Commission finds that based upon staff's analysis and assuming the conditions herein are accomplished, the proposed street vacation conforms to the adopted General Plan; and,

WHEREAS, pursuant to Section 8334 of the California Streets and Highways Code, the Planning Commission finds that based upon staff's analysis and assuming the conditions herein are accomplished, the proposed street vacation is in conformity with the accessibility goals in the Circulation and Accessibility Element of the General Plan and the vacation of Bank Street will not cut-off access from any residence to a collector or arterial street; and

WHEREAS, pursuant to Section 8313 of the California Streets and Highways Code, the Planning Commission finds that based upon staff's analysis and assuming the conditions herein are accomplished, the proposed street vacation is in conformity with the General Plan and the vacation of Bank Street will not frustrate the goals and policies of the General Plan; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, (Section 15061(b)(3)) the vacation is exempt from CEQA. The Bank Street vacation has no potential for causing a significant effect on the environment; and,

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: The purpose of the proposed street vacation is to provide additional land area for the South Pasadena High School and connect campus properties to the north and south as illustrated in Attachment "2". Based upon the findings noted above, the Planning Commission reports that the proposed closure of a 600-foot-long segment of Bank Street (between Diamond Avenue and the South Pasadena High School's eastern boundary) conforms with the General Plan. Given that Bank Street is currently a vehicular Cul de Sac (Driveway) serving the interior of the High School, not allowing access to local residential streets.

Section 2: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 25th day of March 2019.


PASSED, APPROVED, AND ADOPTED this 25th day of March 2019, by the following vote:

AYES: BRAUN, DAHL, KOLDUS, LESAK & TOM
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

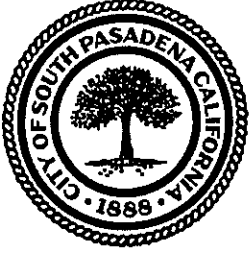


Kelly M. Koldus, Chair

ATTEST:



Richard Tom, Secretary



City Council Agenda Report

ITEM NO. 19

DATE: April 17, 2018
FROM: Stephanie DeWolfe, City Manager
PREPARED BY: Craig Koehler, Finance Director
SUBJECT: Adoption of the Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents

Recommendation Action

It is recommended that the City Council adopt:

1. A resolution superseding Resolution No. 7592, Authorizing Signatures on City Bank Accounts

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

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

Background

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

Legal Review

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

Fiscal Impact

This will ensure sufficient coverage and timeliness, for banking related matters.

Resolution Authorizing Signatures on City Accounts

April 17, 2019

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: Resolution Superseding Resolution No. 7592, Authorizing Signatures on City Bank Accounts

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7592, AUTHORIZING
SIGNATURES ON CITY BANK ACCOUNTS**

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

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

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

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

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

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

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

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

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 17th day of April, 2019.

Marina Khubersrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of April 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7592

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

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

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

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

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

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


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

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

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

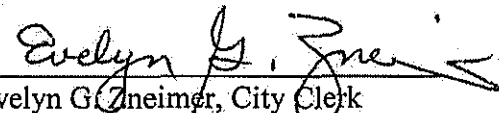
SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 19th day of December, 2018.


Marina Khubersrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Evelyn G. Zneimer, City Clerk
(seal)


Teresa L. Highsmith, City Attorney

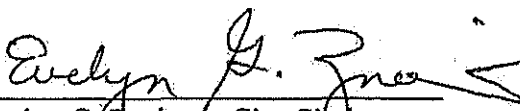
I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of December 2018, by the following vote:

AYES: Cacciotti, Joe, Mahmud, Schneider and Mayor Khubersrian

NOES: None

ABSENT: None

ABSTAINED: None



Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 20

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Marc A. Donohue, Chief City Clerk

SUBJECT: **Approve the Revised City Council Liaison and Regional Group Appointments List**

Recommendation

It is recommended that the City Council approve the revised City Council Liaison and Regional Group Appointment list.

Discussion/Analysis

Staff is proposing to revise the City Council Liaison and Regional Group Appointment list by placing Councilmember Cacciotti as the new alternate to the San Gabriel Valley Council of Governments Governing Board (SGVCOG). Councilmember Mahmud is currently the designated representative and Mayor Pro Tem Joe is currently the designated alternate. Councilmember Cacciotti currently attends the SGVCOG meetings as a representative of the Air Quality Management District (AQMD) and would be able to step in as the City's representative if Councilmember Mahmud was unable to attend a meeting.

Background

At the beginning of every Mayoral term, appointments are made to various commission, boards, committees, and regional groups for the calendar year. This new appointment will be added to the list of City Council Liaison & Regional Group Appointments.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with this item.

Public Notification of Agenda Item

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

Revised City Council Liaison and Regional Group Appointment List
April 17, 2019
Page 2 of 2

Attachments:

1. List of City Council Liaison & Regional Group Appointments
2. Resolution

ATTACHMENT 2
List of City Council Liaison &
Regional Group Appointments



Liaison and Regional Group Appointments
Marina Khubesrian, M.D., Mayor
January 2019 to December 2019

City Commissions, Boards, and Committees	Appointed Liaison	Alternate
Animal Commission	Schneider	Mahmud
Cultural Heritage Commission	Joe	Schneider
Finance Commission	Mahmud	Khubesrian
Fourth of July – Festival of Balloons Committee■	Cacciotti	N/A
Freeway & Transportation Commission	Schneider	Cacciotti
Library Board of Trustees	Mahmud	Joe
Natural Resources and Environmental Commission	Khubesrian	Cacciotti
Parks and Recreation Commission	Cacciotti	Schneider
Planning Commission	Schneider	Mahmud
Public Arts Commission	Khubesrian	Schneider
Public Safety Commission	Khubesrian	Mahmud
Public Works Commission	Joe	Schneider
Renewable Energy Council	Cacciotti & Mahmud	N/A
Senior Citizen Commission	Cacciotti	Joe
South Pasadena Tournament of Roses Committee■	Khubesrian	Joe
Youth Commission	Joe	Cacciotti
Ad Hoc/Committees	Appointed Liaisons	
Ad Hoc/Committee: City Council and SPUSD Subcommittee	Joe & Khubesrian	
Ad Hoc/Committee: Economic Development	Joe & Khubesrian	
Ad Hoc/Committee: General Plan Advisory	Khubesrian & Mahmud	
Ad Hoc/Committee: Mission-Meridian Village Subcommittee	Khubesrian & Mahmud	
Ad Hoc/Committee: Caltrans Homes Subcommittee	Khubesrian & Schneider	
Ad Hoc/Committees	Appointed Liaisons	
Ad Hoc/Committee: South Pasadena Chamber of Commerce - Legislative	Mahmud	
Ad Hoc/Committee: South Pasadena Chamber of Commerce – Economic Development	Khubesrian	
Ad Hoc/Committee: South Pasadena Chamber of Commerce – Chamber Board	DeWolfe, City Manager	
Regional Groups – Appointment by City	Appointed Liaison	Alternate(s)
Arroyo Verdugo Communities Joint Powers Authority	Khubesrian	Mahmud
Foothill Employment and Training Consortium Policy Board	Joe	Schneider
Los Angeles County City Selection Committee	Khubesrian (always Mayor)	Joe

■ Members not appointed by Mayor

Liaison & Regional Group Appointments

Page 2

☰ ★ Δ	Los Angeles County Sanitation Districts, Board of Directors, District 16	Khubesrian (always Mayor)	Joe
	League of California Cities, Los Angeles Division	Mahmud	Khubesrian
☰ ❖ Δ	Metro Gold Line Phase II Joint Powers Authority Board	Cacciotti	Schneider
☰ ❖ Δ	San Gabriel Valley Council of Governments Governing Board	Mahmud	Cacciotti
☰ ❖ Δ	Southern California Association of Governments General Assembly	Mahmud	Joe
☰ ❖ Δ	San Gabriel Valley Mosquito and Vector Control District	Khubesrian	N/A
❖	Clean Power Alliance	Mahmud	Kim Hughes Joe
Regional Groups – Appointment by Regional Group		Appointed Liaison	Alternate(s)
☰ Δ	Arroyo Verdugo Communities Representative to the Southern California Association of Governments Community, Economic and Human Development Committee	Joe	None
☰	Arroyo Verdugo Communities Appointment to the League of California Cities, LA county Division Board of Directors	Mahmud	None
☰ Δ	San Gabriel Valley Council of Governments appointment to Southern California Association of Governments Energy and Environment Committee	Mahmud	None
☰ ☰	Santa Monica Mountains Conservancy	Cacciotti	None
☰ ☰ Δ	South Coast Air Quality Management District San Gabriel Valley Board Member	Cacciotti	None

- ☰ Requires FPCC Form
- ❖ Council vote
- ★ Board Member is current Mayor; Alternate is appointed by Mayor
- ☰ Voted by Regional Group
- Δ Stipend

ATTACHMENT 2
Resolution

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPOINTING DELEGATES, REPPRESENTATIVES,
AND ALTERNATES AS OFFICIAL REPRESENTATIVES
OF THE CITY OF SOUTH PASADENA**

WHEREAS, the City Council of the City of South Pasadena (City) at its regular meeting of December 19, 2018, reorganized as follows: Marina Khubesrian, M.D., Mayor; Robert S. Joe, Mayor Pro Tem; Michael A. Cacciotti, Councilmember; Diana Mahmud, Councilmember; and Richard D. Schneider, M.D., Councilmember; and

WHEREAS, with the reorganization, the Mayor and the City Council make appointments to various agencies and organizations for the Mayoral term; and

WHEREAS, several agencies and organizations require that the City Council formally approve its official delegates, representatives, and alternates to represent the City.

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 of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

Governing Board Representative	Alternate	Term
Councilmember Mahmud	Councilmember Cacciotti	2019

SECTION 2. Pursuant to the appointments made above, the City Council of the City of South Pasadena does hereby adopt the completed Form 806 of the Fair Political Practices Commission, and directs staff to take all other actions necessary to comply with the requirements of any applicable laws and regulations.

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

PASSED, APPROVED AND ADOPTED ON this 17th day of April, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 21

DATE: April 17, 2019

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

PREPARED BY: Daniel Ojeda, P.E., Interim Director of Public Works *D.O.*
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: **Award of Contract for On-call Construction Management and Observation Services to Willdan Engineering for a Not-to-Exceed Amount of \$119,324 and Interwest Consulting Group, Inc., for a Not-to-Exceed Amount of \$233,145**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated January 17, 2019 from Willdan Engineering for on-call construction management and observation services for the Monterey Road (Phase Three) and Traffic Signal Installation at Monterey Road & Orange Grove Avenue Projects;
2. Authorize the City Manager to execute an agreement with Willdan Engineering for a not-to-exceed amount of \$119,324;
3. Accept a proposal dated January 17, 2019 from Interwest Consulting Group, Inc., for on-call construction management and observation services for the Alpha Avenue & Camino Del Sol and Bushnell Avenue & Diamond Avenue Street Improvement Projects;
4. Authorize the City Manager to execute an agreement with Interwest Consulting Group, Inc. (Interwest) for a not-to-exceed amount of \$233,145; and
5. Reject all other proposals received.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

This service agreement is for on-call construction management and observation services for upcoming Capital Improvement Projects (CIP) for Fiscal Year (FY) 2019 -2023. The term of the contract will be three years with the option by the City of South Pasadena (City) to extend service agreement up to two additional years.

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

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the

basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

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

In January 2019, a request for proposals was advertised on the City’s website and as well as directly mailed to several engineering firms with previous experience in material testing and geotechnical services. Proposals were received from the following firms:

<u>Firm Name</u>	<u>City</u>	<u>Remark</u>
• Willdan Engineering	Industry	
• Interwest Consulting Group, Inc.,	Huntington Beach	
• KOA Corporation	Monterey Park	
• Quantum Quality Consulting, Inc.,	Torrance	
• FCG Consultants	Yorba Linda	Proposed Fee Not Open
• Onward Engineering	Anaheim	Proposed Fee Not Open
• Biggs Cardosa Associates, Inc.	Orange	Proposed Fee Not Open
• SGI Construction Management	Pasadena	Proposed Fee Not Open
• Murow/CM Construction Oversight	Irvine	Proposed Fee Not Open
• IMG/Geotek	Corona	Proposed Fee Not Open

After reviewing the proposals, staff ranked top four firms and determined Willdan Engineering and Interwest as the best qualified firms to perform the services, based on a combination of experience, scope of services and project understanding. Firms that were not ranked top four were not evaluated for further consideration.

Willdan Engineering is a full-service engineering firm based in the City of Industry and specializing in traffic engineering design services, environmental services, staff augmentation services, and other general civil engineering services to municipal agencies. They have provided similar on-call construction management and observation services to the Cities of Long Beach, Pomona, and Riverside. Previously, Willdan Engineering provided construction management and inspection services to the City for such projects as Oak Hill Avenue and Saint Albans Avenue Street Improvement Project, Mission Street Business District Pedestrian Improvement, and Garfield Avenue Resurfacing Project.

Interwest is a full-service engineering firm based in Huntington Beach and specializes in providing traffic engineering services, civil engineering services and other general construction management service to municipal agencies. They have provided similar construction management and inspection services to the Cities of Maywood, Lomita, and Rancho Palos Verdes. Interwest is currently under contract with the City for as-needed traffic engineering consulting services.

Staff has checked the Willdan Engineering and Interwest references and has found them to be satisfactory. As such, staff is now recommending that a contract for on-call construction management and observation services to be awarded to each of the firms.

Next Steps

1. After execution of the PSA, Staff will setup kick-off meetings with both Willdan Engineering and Interwest.
2. Willdan Engineering and Interwest to perform on-call construction management and observation services for the current projects and other upcoming CIP projects.

Background

The street projects list is generated based on the Pavement Management Program (PMP) which was developed in 2015, taking into account staff recommendations, citizen requests and complaints, conditions of city's infrastructure such as water and road surface, and Commissioner input. The Public Works Commission and subsequently the City Council approved the street improvements.

The Project limits are: on Monterey Road (Orange Grove Avenue to Pasadena Avenue), intersection of Monterey Road and Orange Grove Avenue, Alpha Avenue (Camino Lindo to Valley View Road), Camino Del Sol (Saint Albans to Via Del Rey), Bushnell Avenue (Oak Street to Huntington Drive), Diamond Avenue (Monterey Road to Lyndon Street). Additional project limits are the extension of Alpha Avenue (La Fremontia to Valley View Road), and the extension of Camino Del Sol (Santa Teresa to Via Del Rey) (Attachment 3).

The contracts being considered under this item are for on-call construction management and observation services for these projects. The scope of work includes a full-time inspector during the duration of each construction project, along with an as-needed part-time construction manager.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

These service agreements are funded from General Fund Account No. 104-9000-9203. Future CIP projects for on-call construction management and observation services will be funded through different CIP projects account number (s) will be used accordingly.

Public Notification of Agenda Item

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

Attachments:

1. Agreement – Willdan Engineering
2. Agreement – Interwest Consulting Group, Inc.
3. Project Map

ATTACHMENT 1
Agreement – Willdan Engineering

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Willdan Engineering)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s January 17, 2019 proposal to City attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for these projects is Daniel Ojeda, Interim Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for these projects. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and

any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as "Exhibit B" and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Nineteen Thousand Three Hundred Twenty-four Dollars (\$119,324).
- 3.5. "Commencement Date": April 17, 2019.
- 3.6. "Termination Date": April 16, 2023.

4. TERM

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

5. CONSULTANT'S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chris Baca shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition,

pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, "Exhibit B." Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, "Exhibit." Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: On-call Construction Management and Observation Services for the Monterey Road (Phase Three) and Traffic Signal Installation at Monterey Road & Orange Grove Avenue Projects
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability:
 - Any vehicle, combined single limit \$1,000,000

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

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

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City:

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

If to Consultant:

Chris Baca
Willdan Engineering
13191 Crossroads Parkway North
Industry, CA 91746
Telephone: (562) 364-8198
Facsimile: (562) 695-2120
E-mail: cbaca@willdan.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the

expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

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

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

“City”
City of South Pasadena

“Consultant”
Willdan Engineering

By: _____
Signature

By: Chris Brea
Signature

Printed: _____

Printed: CHRIS BREAA

Title: _____

Title: Director CM

Date: _____

Date: 3-29-15

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

Project Approach

Goals

Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these goals, we add individual project oriented goals that include:

- Continuous communication with City staff, contractor, and design team
- Impeccable recordkeeping and reporting
- Rigorous budget control – minimizing change orders and applying value engineering where applicable
- Comprehensive schedule control – keeping the project moving while resolving design, contractor, or other project related challenges

Our ultimate goal is to surpass our clients' expectations and provide a completed project that benefits City staff, Council members, business owners, and residents.

Methodology

Willdan's construction management and inspection team strives to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work complies with applicable federal funding requirements, LAPM, and the contract documents. Willdan's resident engineer/construction manager and public works inspector(s) will coordinate and work proactively to assist the general contractor's construction efforts and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications.

Initial project administration protocols include:

- Construction document review for constructability
- Engineer's cost estimate review for accuracy and completeness
- State and federal funding assistance, if required by City
- Project construction CPM schedule development
- General contractor selection assistance, if desired by City
- Preconstruction meeting with general contractor, City representatives, designer, and others deemed necessary by City or Willdan
-

Once construction has begun, Willdan will:

- Review and monitor work as constructed along with supporting documentation that establishes technical adequacy of construction, timely schedule of implementation, and project budget
- Track progress and quality of construction
- Log and process submittals, RFIs, RFCs, and CCOs
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to City on construction progress and technical and economic parameters
-

Willdan's team is unique in that it has a natural quality assurance/control system. Through its structure as an integrated unit with close communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, it incorporates minimal overlap of duties to avoid misunderstandings of assigned responsibilities and reduces costs.

The assigned resident engineer/construction manager is responsible for daily decisions and assignments of specific duties while monitoring the success and completion of project construction. The resident engineer has specific administrative duties that include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. The inspectors will have specific assignments and move the products of their reporting to the resident engineer/construction manager. This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with this multi-level control.

Additionally, our construction manager will maintain a project first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team; and right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

Key/Critical Issue Identification

There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for permit inspection is necessary to have effective mitigation of future maintenance issues.
- Schedule and cost management are priority areas for Willdan's land development inspection team. Our team provides weekly and monthly reports detailing cost to date and projected final cost estimates.
- A project specific quality assurance program is essential on complex projects to maintain orderly, cost effective, and comprehensive materials quality control.

Project Controls

City Liability Mitigation: Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution. To maintain quality, provide proper quality control, and mitigate the City's potential liability, our inspection staff is provided with detailed check sheets for a myriad of inspections, including but not limited to slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety: Willdan's in-house seminars include WATCH Manual and MUTCD compliance; storm water abatement and QSP/QSD training; materials testing and placement; and mass grading. Our inspectors are fully knowledgeable in the latest regulations for WATCH

Manual, California OSHA, and MUTCD. Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed upon solutions that meet the requirement standards while avoiding project delays.

Contractor Compliance: Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA compliant ramps, our inspection will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with City compaction standards by working with the City's approved material testing lab and will not accept any trench backfill or allow any pavement repair until proper compaction is verified by the lab. Also, the inspector will verify that the base and asphalt mix design meets City standards.

In terms of asphalt overlay and other asphalt related activities, Willdan's inspectors will meet with the contractor prior to asphalt placement to ensure the proper mix design has been approved by the City, review traffic control and planned haul routes, measure the street section and provide the City's Project Manager with an estimate for the work, monitor cold milling and other preparatory work for conformance with the plans and specifications, monitor paving to ensure minimum compaction requirements are being met, monitor traffic control during the entire operation and report deficiencies to the City's Project Manager, work with the City's material testing lab to monitor the asphalt plant, and ensure adequate temporary traffic control is installed.

After paving has been completed, our inspector will monitor installation of the final striping. The final striping should be installed within the time specified in the project specifications. The contractor will be required to cat track all areas that are to receive striping and our inspector will work with the City's Traffic Engineer or designated representative to monitor the final installation for conformance with applicable City standards and plans.

Project Specific Quality Assurance Plan: Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided to our clients throughout project construction. Willdan's Project Manager, Mr. Baca, will prepare project specific quality assurance plans and oversee their implementation and use throughout the term of each project. The basic goal of the quality assurance plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues

- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

This project specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project specific documentation.

Although the project is not federally funded, Willdan has adopted the Caltrans Construction Manual and will incorporate Caltrans' prescribed standards and procedures by superimposing Caltrans' Construction Manual/City quality assurance program testing frequency tables and applying the data to construction materials used for the project. A matrix will be generated from the correlation of these documents that summarizes in detail the testing and frequency required for materials entering the project. All Willdan team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will have been formulated before construction begins.

Our team understands the importance of the quality assurance process and is committed to strict adherence to the projectspecific plan throughout construction.

Permit Tracking

Willdan is currently providing these same types of services to La Puente, Maywood, Loma Linda, Banning, Colton, Canyon Lake, March Joint Power Authority, Highland, Calimesa, Morongo Band of Mission Indians, and other municipalities and agencies throughout the state.

Willdan utilizes two systems for tracking of both building and public works permits. The first system utilizes a simple spreadsheet. The second system utilizes Willdan's proprietary Plan Check Tracking System software to monitor permit activity. The system allows the permittee and City officials to use the web based program to view the current budget and status of each permit.

Project Specific Work Plan

One of the keys to avoiding construction issues is to begin with a well-defined work plan. Willdan will provide a construction management work plan for each of the City's projects to provide for any scope required – from simple inspection to complete program and construction management, including oversight and management of the design team, administration of the general contractor's contract, project scheduling, project budget, project controls, building inspections, public works inspection, and materials testing compliance. Upon receiving an assignment, our construction manager will prepare a work plan that fully addresses staffing and assignments, scope of work, deliverables, budget, and a project schedule. The work plan will

provide definitive directions to the project team as agreed to by the City. At a minimum, the plan will address project team meetings, effective communication mediums, and scheduled quality control processes.

The work plan incorporates our standard procedures for document control and recordkeeping. Our staff is well aware of construction field issues – such as traffic control, testing procedures, public safety, and contractor relations – that may affect a project. Our staff knows the importance of accurate documentation to ensure the City’s liability is protected. Applying a uniform standard of excellence is the only way to ensure documents are written and filed appropriately for effective claims avoidance and/or mitigation and resolution. In line with this, Willdan adopted Caltrans' Construction Manual and Bridge Construction Records and Procedures Manual, Volumes 1 and 2, as our standard procedures over 25 years ago.

Work Plan

Presented herein is Willdan's typical project work plan. Because our standard procedures already incorporate Caltrans standards and manuals, our typical work plan is fully compliant with requirements for federally funded projects without any adjustment to our normal construction management and inspection processes. As presented in the previous section, Willdan will develop a work plan that is specific to each project awarded.

Task 1-Construction Review:

1. Conduct a thorough review of the construction plans and specifications, including analysis of quantities and costs, check of construction phasing, full analysis of the contractor’s schedule, and applicable requirements for federal funding and reimbursement submittals.
2. Identify the elements of construction that could be substituted with more efficient materials and associated methods.
3. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
4. Verify through in-house design support consultation that each identified item of concern is interpreted properly.
5. Once a set of recommended corrections is developed, verify that time constraints do not impact implementation.
6. Prepare a report of findings and outline recommendations to reconcile issues discovered and generally to expedite the project.

Task 2-Resident Engineer:

1. Conduct thorough review of soils report, construction plans, and specifications and review schedule section of proposed project specifications for conformance with Caltrans standards.
2. Prepare list incorporating items of concern such as difficulties completing any construction element, conflicts between elements or environment, elements of

- construction that could be substituted with more efficient materials and methods, or elements of construction that are not appropriately compensated by bid schedule and include potential recommended corrections
3. Review project quantities and bid items and provide review engineer's estimate of work.
 4. Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting, including DBE good faith efforts if applicable.
 5. Confirm that the contractor's SWPPP plan meets QSD/QSP requirements and all storm water permits are in place.
 6. Verify method for determining weather related construction delays is included in contract.
 7. Verify that specifications include appropriate language requiring on-the-job training.
 8. Verify that specifications require contractor to submit monthly schedule updates with progress payment requests and weekly submission of two-week look ahead schedule.
 9. Revise City's boilerplate specifications to include requirement for contractor to submit conditional releases with each progress payment request and unconditional releases with final payment request.
 10. Provide thorough review of construction schedule.
 11. Attend prebid site meeting.
 12. Coordinate design revisions, requests for information (RFIs), and other appurtenant work with City's design consultant.
 13. Attend bid opening.
 14. Review three lowest bids and DBE good faith efforts.
 15. Verify low bidder's qualifications and prepare bid summary, contract award recommendation, and notice of award.

Task 3-Construction Management:

1. Assist City with public awareness and information program to keep residents and local stakeholders advised of project status along with impacts to traffic flow circulation, including answering public's questions about project.
2. Prepare construction file. A copy of Willdan's LAPM file checklist can be provided upon request.
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents and LAPM.
8. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), nonconformance reports (NCRs), construction schedule, and detailed traffic control plan.

9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit to contractor and City.
15. Provide monthly progress report. A sample of Willdan's monthly report can be provided upon request.
16. Establish and conduct weekly construction progress meetings to:
 - Resolve all old business issues to maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for next two weeks (two week look ahead schedule)
 - Review SWPPP issues
 - Review contractor's safety program
17. Prepare minutes for weekly construction progress meeting.
18. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
19. Evaluate and respond to contractor's requests for clarification of plans and specifications.
20. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
21. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
22. Perform quantity, time, and cost analyses required for negotiation of contract changes.
23. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
24. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
25. Maintain all data for change orders and record information with regard to time of dispute, time of notification by contractor, and action taken by inspector.
26. Monitor materials documentation and testing results and enforce corrections.
27. Review for approval contractor's progress payment requests, including verifying LAPM compliance status and impact on payment; negotiate differences over amount with contractor; and process payments through City's Project Manager.
28. Monitor preparation of punch list at substantial completion and follow up.
29. Routinely review construction files to ensure conformance to City standards and good construction management practices.

30. Ensure City receives as-built set of drawings at completion.
31. Assist City with stop notices and release of retention.
32. Provide memorandum of clearance to issue notice of completion.
33. Finalize and deliver all construction files and supplies to City for their records.

Task 4-Construction Inspection:

1. Review plans, specifications, and all other contract and construction related documents.
2. Conduct field investigation to become familiar with existing facilities and project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that contractor conforms to design survey line and grades.
5. Attend weekly progress meetings with resident engineer, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, including night inspection, of work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor activities, it is contractor's sole responsibility to provide workers with safe working environment.
8. Assist City's labor compliance manager with federally compliant labor and equipment reports, labor classification interviews, and assist with certified payroll review.
9. Monitor compliance with Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.
10. Meet with contractor at beginning of each day and review proposed work plan, including specific details that may affect progress.
11. Conduct daily measurements of quantities of work with contractor.
12. Review actual contractor performance throughout day and discuss discrepancies with contractor as they occur.
13. Assist in coordination of engineering support, surveying, special inspections, and field work by utility companies.
14. Ensure compliance of Underground Service Alert notification/delineation.
15. Evaluate contractor's operation and production with respect to quality and progress and report to resident engineer.
16. Photograph continuous property frontages along street alignment once prior to construction and once immediately following construction. Maintain photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
17. Closely monitor testing results and require contractor to provide corrective measures to achieve compliance.

18. Maintain copies of all permits needed to construct project and enforce special requirements of each.
19. Prepare and maintain detailed daily diary inspector reports on construction progress.
20. Prepare clear and concise letters and memoranda, as needed. Establish solid paper trail.
21. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
22. Review construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of work.
23. Analyze delays and review claims on timely basis; make recommendations to construction manager.
24. Assist with review and evaluation of change order work.
25. Provide complete measurements and calculations documented to administer progress payments.
26. Maintain and submit red-lined set of plans for as-built corrections on record drawings to be filed with City.
(City's design consultant will transfer contractor's record drawings to original Mylar drawings.)
27. Prepare punch list at substantial completion and follow up with contractor on correction progress.
28. Schedule final inspection with City and applicable agencies; prepare, distribute, and inspect corrections to final punch list for completion; and recommend final acceptance.
29. Prepare documentation for final payment to contractor.
30. Upon project completion, provide finished set of project workbooks to City.

Task 5-Geotechnical and Materials Testing:

1. Attend meetings, as needed, with project team.
2. Review existing geotechnical reports and project plans and specifications.
3. Observe and test during clearing and grubbing, grading, shoring installation, foundation excavation, site utility trench backfilling, and subgrade preparation.
4. Perform laboratory testing.
5. Provide continuous soils engineering support during construction.
6. Provide certified reinforced concrete inspector during reinforcing steel placement and all structural concrete placement.
7. Verify compliance with approved project plans, specifications, and applicable code requirements.
8. Sample and test concrete for compressive strength.
9. Provide certified reinforced concrete inspector during placement of any epoxy/anchors and screw anchor placement.
10. Inspect placement of any epoxy/anchors and screw anchor placement for compliance with plans and specifications.

11. Monitor placement of any epoxy/anchors and screw anchor placement.
12. Provide qualified technician as required for concrete placement and as inspector backup for large or elevated pours and torque testing.
13. Sample and test concrete/for slump, temperature, compressive strength, and sampling rebar for testing, if required.
14. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
15. Submit reports/updates of ongoing tests; i.e., seven-day and off-schedule breaks.
16. Submit final report of completed laboratory tests; i.e., 28-day results for concrete.
17. Submit for City review daily field testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

Task 6-Utility Coordination:

1. Send utility notice of preconstruction meeting to affected utility companies and agencies.
2. Review scope of work for possible conflicts with utility companies.

Deliverables:

1. Constructability Review. Willdan will provide requested reviews within 5 business days of the notice to proceed. Detailed scope can be found on page 58 of our proposal.
2. Preconstruction Minutes. Willdan's CM will provide the preconstruction minutes the day after the preconstruction meeting.
3. Daily Logs. Willdan's inspection personnel will provide detailed daily logs at the end of each work week.
4. Weekly Report. Detailed weekly reports will be submitted at the end of each work week.
5. Monthly Report. The required monthly report will be submitted with the monthly progress payment.
6. As Built Plans. As-Built plans will be provided on a weekly basis and the final plans will be submitted with 5 days after the cessation of the work.
7. Public Relations. The City will be provided with a detailed call log on a weekly basis.
8. Progress Payments. Payments will be submitted monthly and will include Willdan's payment recommendations.
9. Material Testing Results. Material testing field notes will be provided weekly basis and final reports will be submitted with the monthly report.
10. BMP Reports. BMP reports will be submitted with the weekly reports.
11. Final CM Files. Final CM file will be submitted with 15 days after the cessation of the work

Task 7 – Public Outreach

Even a project that is constructed safely, on time, and within budget can be perceived as a failure if public relations are not handled professionally and proactively. The City's projects may impact the public and require effective public relations by the project team. Willdan will act as the

primary contact during construction for the public to address concerns related to the project. All public concerns will be listened to with an empathetic ear. Contact information will be gathered and logged with the issues raised, and resolution of each issue will be proactively processed as acceptable to the City. If community outreach is required for the project, Willdan will:

1. Prepare and distribute informational flyers to residents and business owners within the project area prior to, at 50 percent, and near project completion advising:
 - when and what will take place
 - how much time it will take
 - what impacts may occur throughout the area
 - what precautions business owners and residents should take
 - what traffic control measures will be taken to minimize construction impacts to business owners and residents
 - where detours will be established – maps to be provided
 - what construction operations may affect ingress and egress to particular properties
2. Setup a 24-hour telephone number to receive complaints. Respond to complaints within 24 hours and notify the City within that time of said resolution.
3. Hold informational meetings with area residents and business owners to include two meetings prior to construction and one meeting during construction.
4. Maintain a log of telephone calls documenting complaints received and actions taken to resolve the complaint; provide the City a weekly summary sheet documenting complaints/comments filed along with the action taken and resolution selected.
5. Ensure maintenance of detours and access to businesses and resolve any issues arising from detours.

Additional Services

Labor compliance:

1. If applicable, attend pre-bid conference to present general requirements of bid preparation for project.
2. Verify applicable wage determination 10 days prior to bid opening and document verification as required. If wage determination has changed from what appears in project specifications, provide addendum and proof of receipt by bidders.
3. Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with State of California Contractors License Board and non-appearance on Federal List of Parties Excluded (debarment list).
4. Attend preconstruction conference to present federal labor compliance requirements to contractor and sub-contractors and prepare minutes and attendance record.
5. Verify and document jobsite posting of wage rate information and labor compliance posters.

6. Receive and review labor compliance documentation from public works observers or inspectors and compare with contractor submitted documents. Monitor weekly payroll documentation on continuous basis, including certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
7. Follow up with contractor by telephone and/or certified mail regarding required document submittals and payroll discrepancies.
8. Coordinate withholding of progress and/or retention payments with County staff if contractor fails to abide by labor compliance requirements.
9. Receive, pursue, and document labor complaints and recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
10. Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
11. Coordinate project file reviews by authorized county, state, and federal agencies.
12. Submit complete federal labor compliance file to County for retention (federal labor compliance files are to be retained for period of not less than three years).

Funding Submittals:

1. Send copy of notice of preconstruction meeting to Caltrans.
2. Prepare local agency contract award checklist.
3. Prepare detail estimate and summary and finance letter based upon low bid.
4. Obtain from contractor Local Agency Bidder –DBE Commitment (construction contracts) and Local Agency Bidder – DBE Information (construction contracts) based upon low bid.
5. Prepare resident engineer’s construction contract administration checklist to help local agency with administration of federal aid project.
6. Submit to Caltrans DLAE Item Nos. 2 through 5 along with City provided data for engineer’s final opinion of probable construction cost, contractor’s bid, bid analysis, executed contract, and as advertised plans and specifications.
7. Prepare progress invoice at least every six months based upon contractor’s contract progress reports and submit to Caltrans DLAE.
8. Prepare federal report of expenditures letter and report of expenditures checklist based upon statement of working days.
9. Prepare local agency final inspection form to initiate Caltrans’ jobsite review and verification of project completion.
10. Prepare materials certificate for resident engineer’s signature to show that results of tests on acceptance samples indicate materials incorporated in construction work and construction operations controlled by sampling and testing conformed with approved plans and specifications.

11. Prepare final invoice, final detail estimate and summary, and change order summary Caltrans exhibit forms based upon contractor's final contract progress report.
12. Submit to Caltrans DLAE Item Nos. 2 through 5 and attach Final Report – Utilization of DBE, First Tier Subcontractors and DBE Certification Status Change to initiate timely project closure and payment.
13. Following receipt of final payment check from State Controller's Office, include documents and submittals in federal funding file, and make PDF formatted file on CD for City.

EXHIBIT B

FEE SCHEDULE

As-needed Project Management, Construction Management, Contract Administration and Inspection Services

Monterey Road Phase III (Orange Grove Avenue to Pasadena Avenue)

	PROJECT MANAGER	CONSTRUCTION MANAGER	CONSTRUCTION INSPECTORS	ENGINEERING SUPPORT SERVICES	CLERICAL	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$185	\$169	\$116	\$164	\$76			
TASK 1 - CONSTRUCTABILITY REVIEW	1	4		8		\$2,173	\$0	\$2,173
TASK 2 & 3 - CONSTRUCTION MANAGEMENT	2	95			1	\$16,501	\$500	\$17,001
TASK 4 - PW INSPECTION			480		6	\$56,136	\$300	\$56,436
TASK 7 - PUBLIC OUTREACH		10			9	\$2,374	\$0	\$2,374
TASK 4.26 TO 4.30	1	12	16			\$4,069	\$0	\$4,069
Subtotal	4	121	496	8	16	\$81,253	\$800	\$82,053

This not-to-exceed fee is based on a 50 working day contract, Monday through Friday 7:00 a.m. through 3:30 p.m. Additional services needed beyond the specified completion date will be provided at Willdan's standard hourly rate.

Traffic Signal at Monterey Road and Orange Grove Avneu

	PROJECT MANAGER	CONSTRUCTION MANAGER	CONSTRUCTION INSPECTORS	ENGINEERING SUPPORT SERVICES	CLERICAL	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	\$185	\$169	\$116	\$164	\$76			
TASK 1 - CONSTRUCTABILITY REVIEW	1	4		8		\$2,173	\$0	\$2,173
TASK 2 & 3 - CONSTRUCTION MANAGEMENT	2	64			1	\$11,262	\$250	\$11,512
TASK 4 - PW INSPECTION			170		2	\$19,872	\$0	\$19,872
TASK 7 - PUBLIC OUTREACH		5			2	\$997	\$0	\$997
TASK 4.26 TO 4.30	1	4	16			\$2,717	\$0	\$2,717
Subtotal	4	77	186	8	5	\$37,021	\$250	\$37,271

This not-to-exceed fee is based on a 40 working day contract, Monday through Friday 7:00 a.m. through 3:30 p.m. Additional services needed beyond the specified completion date will be provided at Willdan's standard hourly rate.

21-34

ATTACHMENT 2
Agreement – Interwest

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Interwest Consulting Group, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s January 17, 2019 proposal to City attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for these projects is Daniel Ojeda, Interim Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for these projects. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and

any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as "Exhibit B" and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred Thirty-three Thousand One Hundred Fouty-five Dollars (\$233,145).
- 3.5. "Commencement Date": April 17, 2019.
- 3.6. "Termination Date": April 16, 2023.

4. TERM

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

5. CONSULTANT'S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. James G. Ross shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition,

pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, "Exhibit B." Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, "Exhibit." Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: On-call Construction Management and Observation Services for the Alpha Avenue & Camino Del Sol and Bushnell Avenue & Diamond Avenue Street Improvement Projects
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence, \$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability:
 - Any vehicle, combined single limit \$1,000,000

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

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

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City:

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

If to Consultant:

James G. Ross
Public Works Group Leader
Interwest Consulting Group, Inc.
15140 Transistor Lane
Huntington Beach, CA 92649
Telephone: (714) 899-9039
Cell Phone: (714) 742-1551

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the

expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

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

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

“City”
City of South Pasadena

“Consultant”
Interwest Consulting Group, Inc.

By: _____
Signature

By: *[Signature]*
Signature

Printed: _____

Printed: *James G Ross*

Title: _____

Title: *Public Works Group Leader*

Date: _____

Date: *3/28/19*

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

Services to be provided

We understand that the City is looking for a qualified firm to provide comprehensive construction management and observation services on specific capital improvement projects to be assigned by work order. We understand our responsibilities, if selected, to include the following.

- **Preconstruction Meeting** - Our team will prepare meeting agenda and conduct a preconstruction meeting with the Contractor, the City, affected utility companies and other critical stakeholders.

- **Construction Management and Observation** – Our team will provide thorough and accurate construction management and inspection services throughout an assigned project’s life including the following services.
 - o We will provide contract administration and establish and implement coordination and communication procedures between the Engineer, City, and Contractor.
 - o We will develop procedures for reviewing and processing RFIs in a timely manner and interpret the contract documents, shop drawings, samples and submittals, change order proposals, payment applications, and other construction related communications.
 - o We will track and monitor the review of product and material submittals to determine compliance with construction plans, specifications and schedule.
 - o Our team will record the progress of the project and maintain current records of all necessary contracts, insurance certificates, construction documents, permits, specifications and codes, project photographs, as-built drawings, samples and submittals, operation and maintenance manuals, material tickets, test results and other construction related documents. We will deliver all documents and records to the City at the completion of the project.
 - o Our team is capable of providing as-needed design services for field redesigns subject to the availability of the engineer.
 - o Our Construction Manager will be familiar with all relevant project specs and documents including the Contract Documents, Standard Specifications for Public Works Construction, State of California Department of Transportation Standard Specifications, Greenbook Specifications, Manual of Uniform Traffic Control Devices, and American Water Works Association to ensure compliance with the construction contract.

- o Our assigned staff will have adequate experience performing construction management and inspection services on projects of similar magnitude and scope.
- o We will provide inspection services for the duration of the project to complete all work on time as specified in the contract documents.
- o We will coordinate and monitor the Contractor's operations with utility companies, neighboring residents, businesses, and other affected parties.
- o We will keep accurate, detailed daily inspection logs, which shall include progress of the work, labor and equipment utilized, track usage of the bid quantity items, log of inspector shift hours, problems encountered and direction given to the Contractor. Daily logs are to be submitted on a weekly basis.
- o We will prepare construction reports monthly or as required by the City including progress of work, major tasks accomplished, budget status, schedule overview, summary of change orders, logs of submittals and RFIs, progress as-built plans, project photographs, as well any specific requirements stipulated in the construction contract. Monthly construction reports shall be submitted with each consultant progress payment request. All submittals must be properly dated for purposes of administrative record.
- **Construction Progress Meetings** – Our team will conduct, prepare agendas for, transcribe, and distribute minutes for construction progress meetings on an as-needed basis with the Contractor, City, and other project participants.
- **Public Relations** – We will coordinate the distribution of the Contractor's imminent construction notices to all neighboring residents and businesses. We will also respond to and maintain a log of all citizen concerns and complaints in an expeditious manner.
- **Change Order Preparation, Negotiation and Processing** – Our team will establish, implement and coordinate systems for the timely processing of all contract change orders.
 - o We will prepare an independent cost estimate for all contract change orders, and negotiate all change orders with the Contractor.
 - o We will review the content of requests for changes to the contract time or price, assemble information concerning the request and try to determine the cause and merit of the requests, the impact on the budget, schedule and project scope, and make recommendations to the City regarding the ramifications of accepting the request prior to commencement of any extra work.
 - o We will render written decisions and prepare change order documents on standard City format for execution.

- **Quality Review** – We will establish and implement a program to monitor the quality of the construction to guard the City against defects and deficiency in the work of the Contractor.
 - o When work does not comply with contract document requirements, our team will reject the work and transmit to the City and Contractor a notice of noncompliance.
 - o We will only authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or contract time and which are consistent with the overall intent of the contract documents. We will duly record any such minor variations in writing and include them in the record drawings we prepare.
- **Progress Payments** – We will review the Contractor’s payment applications and determine whether the amount reflects the actual progress of the Contractor's work.
 - o We will verify all quantities of work with the Contractor and make appropriate adjustments to each payment application.
 - o We will prepare and forward to the City a progress payment report along with the latest construction schedule, as well as record drawing and photos depicting work completed.
 - o Our report will state the total contract price, payments to date, current payment request, current balance amount, retention and actual amounts owed for the current period in a City approved format.
 - o We will ensure that the Contractor's payment request is submitted with the latest construction schedule.
- **Record Drawings and Documents** – Our team will coordinate efforts between the Contractor and the City to maintain a reproducible set of drawings on which all design changes and field adjustments are made in ink by the Contractor to reflect construction conditions recorded and observed.
 - o We will also review drawings for completeness and discuss them with the City and maintain a set of the contract documents with up-to-date information regarding all addendum, substitutions, clarifications and corrections, and change orders.
 - o We will deliver as built plans to the City.
- **Construction Schedule** – We will review and monitor the Contractor's construction schedule and verify that the schedule is prepared in accordance with the requirements of the project.
 - o We will monitor the schedule on a weekly basis for accuracy and consult with the Contractor to ensure compliance with established milestones and accomplishments.

- o We will submit the latest construction schedule with the Contractor's payment request in a timely manner.
- **Testing Services** – We will coordinate and monitor all testing services to perform field and laboratory testing during construction, including review of test results.
 - o We will maintain a log of all test reports, including the type of testing performed, location, result and action taken.
 - o We will coordinate with the Contractor to perform retesting on any failing tests.
 - o We will also coordinate the delivery of all testing results to the City and prepare and forward a progress payment report along with test results and accurate detailed inspection logs to the City.
- **Safety Program** – We will review the Contractor's safety program to ensure compliance with all OSHA, local, state and federal requirements.
 - o We will direct the Contractor to suspend work if imminent hazard is not immediately remedied or if a dangerous condition persists.
 - o We will investigate all accidents and gather all information relating to any accidents and conduct investigations if deemed necessary.
 - o We will prepare accident reports if necessary.
- **Storm Water Pollution Prevention Plan** – We will review, monitor, and ensure the Contractor's environmental compliance with NPDES/Best Management Practices (BMPs) to prevent Storm Water Pollution from construction related activities and verify the Contractor's compliance with all local, State and Federal requirements.
- **Traffic and Pedestrian Control and Public Safety** – We will review and monitor all traffic control and public safety plans for compliance with all applicable safety laws and regulations.
 - o We will review on a daily basis all detours, lane closures, temporary access, delineation, and traffic control set-ups and report any deficiencies to the Contractor for immediate correction prior to the commencement of work for the day.
 - o We will ensure that Police, Fire, Sanitation, Parks, and any other affected City agencies are notified of any potential construction impacts.
- **Project Close-out** – We will advise the City in determining when the project is substantially complete.

- o We will coordinate a final walk through with the City, Contractor, engineer, and other project personnel and develop a punch list of incomplete or deficient work which does not conform to the contract documents.
- o We will make recommendations to the City regarding final project approval and acceptance, and shall submit to the City a Notice of Completion signed by the Contractor.
- o We will also make recommendations to the City regarding the final progress payment request and shall assist the City during the project warranty period if corrective work is required.
- o We will prepare all documentation needed for project close-out and deliver all project documentation to the City.

EXHIBIT B

FEE SCHEDULE

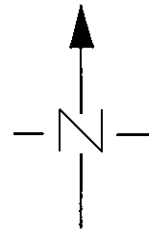
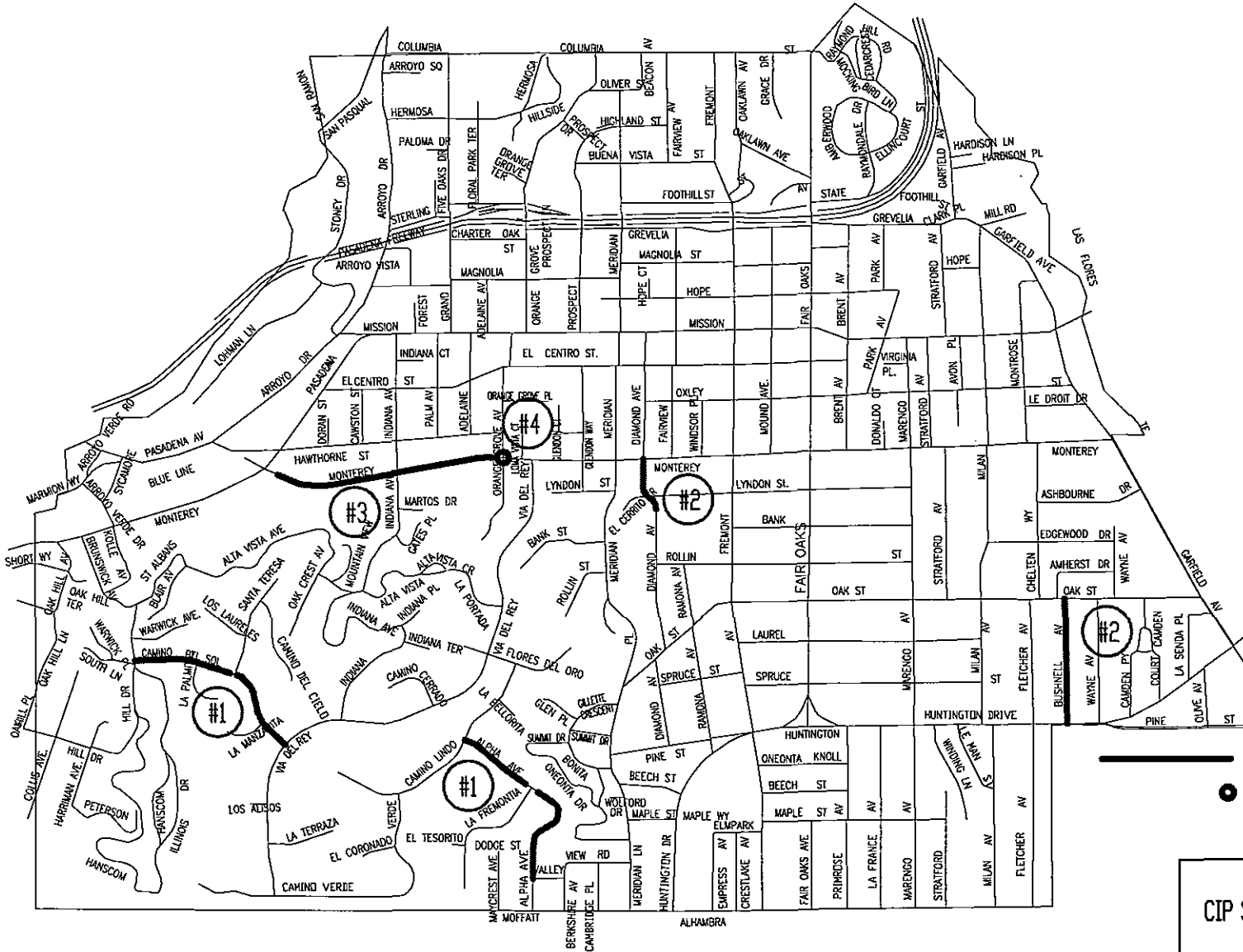
**Alpha Avenue (Camino Lindo to Valley View)
& Camino Del Sol (St. Albans to Via Del Rey)**

PROJECT 01		<i>100 working days</i>			
Alpha Avenue (Camino Lindo to Valley View) and Camino Del Sol (St. Albans to Via Del Rey)					
Staff	Hourly Rate	Estimated hours per phase:			Totals
		Pre-Construction	Construction	Post-Construction	
Project Manager	\$160	2	6	2	\$1,600
Construction Manager	\$145	3	100	10	\$16,385
Construction Observer	\$125	10	770	10	\$98,750
Estimated Subtotal					\$116,735

**Bushnell Avenue (Oak Street to Huntington Drive)
& Diamond Avenue (Monterey Road to Lyndon Street)**

PROJECT 02		<i>90 working days</i>			
Bushnell Avenue (Oak to Huntington) and Diamond Avenue (Monterey to Lydon)					
Staff	Hourly Rate	Estimated hours per phase:			Totals
		Pre-Construction	Construction	Post-Construction	
Project Manager	\$160	2	6	2	\$1,600
Construction Manager	\$145	2	140	10	\$22,040
Construction Observer	\$125	10	720	10	\$92,500
Estimated Subtotal					\$116,140

ATTACHMENT 3
Project Map



PROJECT LOCATION MAP

- STREET IMPROVEMENT PROJECT
- TRAFFIC SIGNAL INTERSECTION

CIP STREET IMPROVEMENT PROJECTS



City Council Agenda Report

ITEM NO. 22

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Daniel Ojeda, P.E., Interim Director of Public Works *D.O.*
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: Resolution Approving Final Tract Map No. 71738 for the Property Located at 191 Monterey Road

Recommendation

It is recommended that the City Council adopt the attached resolution (Attachment 1) approving Final Tract Map No. 71738 for the property located at 191 Monterey Road and authorize the recordation of the Final Tract Map with the Los Angeles County Registrar-Recorder/County Clerk.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission at its meeting of March 25, 2019. The Planning Commission adopted P.C. Resolution No. 19-04 approving applications for Hillside Development Permit (HDP), Conditional Use Permit, Design Review, and Tentative Tract Map (TTM) No. 71738 for the property located at 191 Monterey Road (Project No. 2206-TTM) (Attachment 3).

Background

The subdivision of this parcel is for the construction of a new 9-unit condominium complex on a 14,561 square foot lot located at 191 Monterey Road.

The State of California Subdivision Map Act ("the Act") governs the subdivision of land. The Act specifies that any subdivision requires Tentative Map approval by the appropriate jurisdiction's Planning Commission, subject to the Conditions of Approval established by such body. The Planning Commission approved the TTM, Project No. 0663-DRX-CUP-HDP-TTM, at its meeting of January 23, 2012.

On January 7, 2019, the final extension to the TTM expired. As a result, on January 28, 2019 the applicant refiled a new application for TTM No. 71738.

Planning Commission Resolution No. 19-04 contains the Conditions of Approval for the development that were established by the Planning and Building Department, the Public Works

Department, and the Fire Department.

Discussion/Analysis

The Final Tract Map has been checked and approved for accuracy and compliance with the Subdivision Map Act by the Los Angeles County Department of Public Works Land Development Division. The project has complied with all Conditions of Approval, and has either completed the required off-site improvements or has bonded for the remainder; in accordance with the Subdivision Map Act. The Final Tract Map is ready to be recorded upon the City Council's acceptance.

Next Steps

1. The applicant will be filing the Final Tract Map with the Los Angeles County Registrar-Recorder/County Clerk.
2. The Los Angeles County Registrar-Recorder/County Clerk will send a recorded copy to the City for the record.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact to the City

Public Notification of Agenda Item

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

Attachments:

1. Resolution Approving Final Tract Map No. 71738
2. Final Tract Map No. 71738 (reduced copy)
3. Planning Commission Resolution No. 19-04 Approving Tentative Tract Map No. 71738, Project No. 2206-TTM
Exhibit A: Conditions of Approval

ATTACHMENT 1
Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
APPROVING FINAL TRACT MAP NO. 71738**

WHEREAS, Tentative Tract Map for the subject subdivision was approved by the City of South Pasadena Planning Commission on March 25, 2019; and

WHEREAS, this approval was subject to the Conditions set forth in Exhibit "A," P.C. Resolution No. 19-04, Project No. 2206-TTM; and

WHEREAS, the City Council hereby finds that Conditions set forth in Exhibit "A" have been satisfied, or will be satisfied, as a condition of issuing Certificates of Occupancy, or will provide the City Surety Bonds prior to issuing Certificates of Occupancy; and

WHEREAS, the City Council hereby finds that the map conforms to the requirements of the Subdivision Map Act and the Subdivision Ordinance of the City of South Pasadena.

NOW THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. The City Council hereby accepts and directs that Final Tract Map No. 71738 be released for recordation with the Los Angeles County Recorder's Office.

PASSED, APPROVED, AND ADOPTED this 17th day of April, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a special meeting held on the 17th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Final Tract Map No. 71738

1 LOT
30,198 SQ. FT.

TRACT NO. 71738

SHEET 1 OF 2 SHEETS

IN THE CITY OF SOUTH PASADENA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTION OF LOTS 77 AND 78 OF
LINCOLN PARK, AS PER MAP RECORDED IN BOOK 6, PAGES
358 AND 359 OF MISCELLANEOUS RECORDS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

PANOPTIC MONTEREY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

BY: _____
HONG XIE (MANAGER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED HONG XIE, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

BENEFICIARY:

FIRST GENERAL BANK, BENEFICIARY, UNDER A DEED OF TRUST RECORDED JUNE 8, 2017, AS DOCUMENT NO. 20170632469 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

PRINT NAME _____
TITLE _____

PRINT NAME _____
TITLE _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. _____

MY COMMISSION EXPIRES: _____

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 8 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 86492 AND 86493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY _____ DATE _____

SURVEYOR'S STATEMENT:

[Faded surveyor's statement text]



JACK C. LEE, LS 8407 _____ DATE _____

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N73°24'11"E OF THE CENTERLINE OF MONTEREY ROAD AS SHOWN ON MAP OF TRACT NO. 49611 RECORDED IN BOOK 1177, PAGES 17 AND 18, OF MAPS, RECORDS OF SAID COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF SOUTH PASADENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 86442(a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATE _____ CITY ENGINEER, CITY OF SOUTH PASADENA

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SOUTH PASADENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ CITY TREASURER
CITY OF SOUTH PASADENA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA BY MOTION PASSED ON _____ APPROVED THE ATTACHED MAP.

DATE _____ CITY CLERK - CITY OF SOUTH PASADENA

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

BY _____
FABRIZIO G. PACHANG, DEPUTY _____ DATE _____
L.S. NO. 7274

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 71738 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DEPUTY _____ DATE _____

TRACT NO. 71738

IN THE CITY OF SOUTH PASADENA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

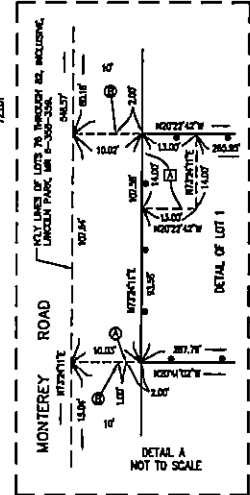
FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

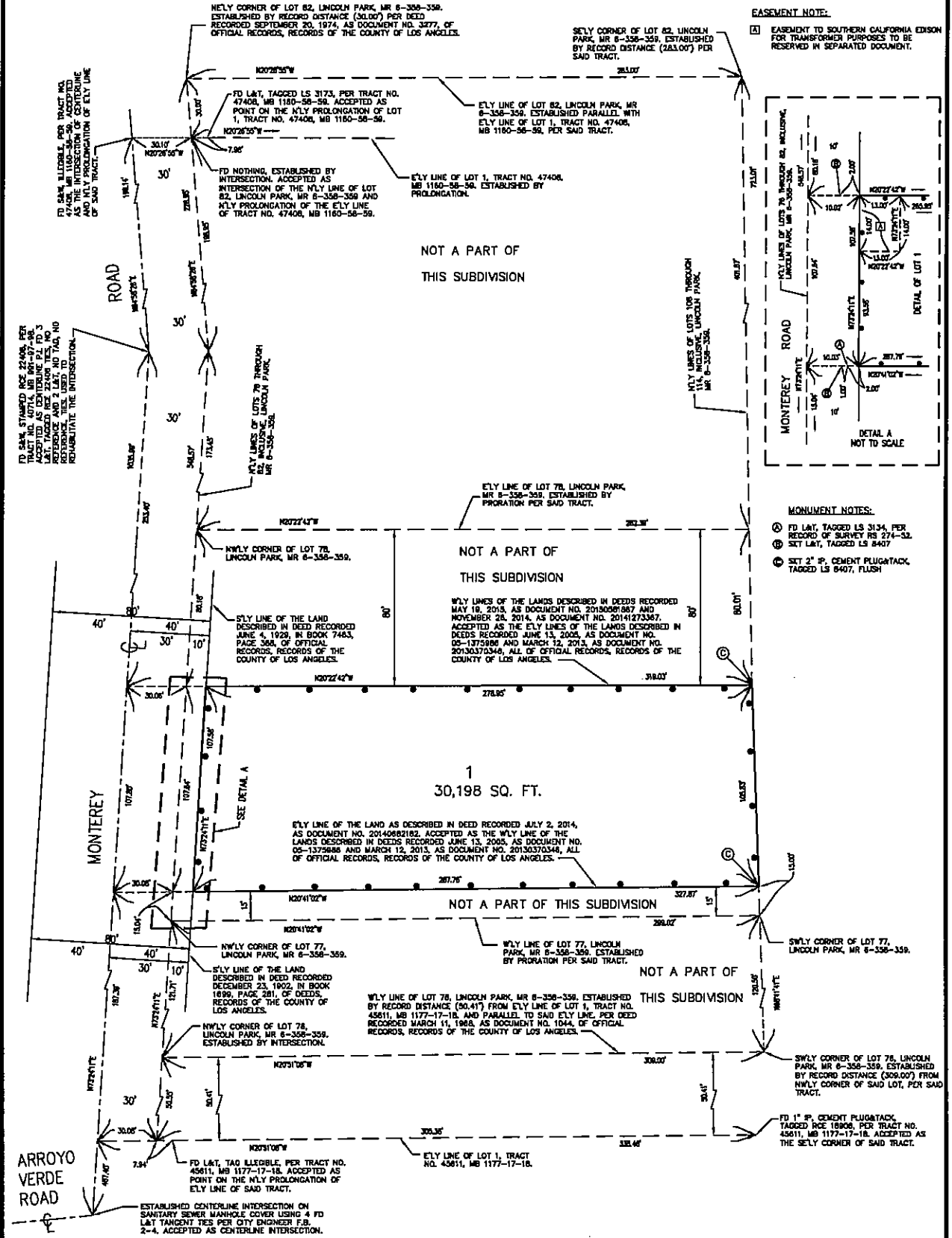
EASEMENT NOTE:

Ⓐ EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR TRANSFORMER PURPOSES TO BE RESERVED IN SEPARATED DOCUMENT.



MONUMENT NOTES:

- Ⓐ FD LAT, TAGGED LS 3134, PER RECORD OF SURVEY RS 274-32.
- Ⓑ SET LAT, TAGGED LS 8407
- Ⓒ SET 2" P. CEMENT PLUGGACK, TAGGED LS 8407, FLUSH



ATTACHMENT 3
P.C. Resolution No. 19-04

P.C. RESOLUTION NO. 19-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA APPROVING A TENTATIVE TRACT MAP NO. 71738 FOR A 9-UNIT CONDOMINIUM COMPLEX AT 191 MONTEREY ROAD IN THE MEDIUM DENSITY RESIDENTIAL (RM) ZONE. (APN: 5311-010-022).

WHEREAS, on January 23, 2012, the Planning Commission adopted P.C. Resolution No.12-02, which approved Tentative Tract Map No. 71738 in connection with a 9-unit condominium complex at 191 Monterey Road (the "Project"); and

WHEREAS, on February 7, 2014, Tentative Tract Map No. 71738 would have expired; however State Law (AB 116) extended all approved subdivision maps in California an additional 2 years thereby extending the Project's map approval to February 7, 2016; and

WHEREAS, on August 7, 2014, the Planning Commission adopted P.C. Resolution No. 14-18, which granted new Zoning Approvals (Hillside Development Permit and Design Review) for the Project (1717-HDP-DRX); and;

WHEREAS, on January 25, 2016, an 8 month time extension was granted (P.C. Resolution 16-03) for Tentative Tract Map No. 71738 pursuant to SPMC Section 36.510.140; and

WHEREAS, on January 23, 2017, a 6 month time extension was granted (P.C. Resolution 17-03) for Tentative Tract Map No. 71738 pursuant to SPMC Section 36.510.140; and

WHEREAS, on October 23, 2017, a twelve month time extension was granted (P.C. Resolution 17-22) for Tentative Tract Map No. 71738 pursuant to SPMC Section 36.510.140; and

WHEREAS, on August 27, 2018, a 6-month time extension was granted (P.C. Resolution 18-18) for Tentative Tract Map No. 71738 pursuant to SPMC Section 36.510.140; and

WHEREAS, on January 7, 2019, Tentative Tract Map No. 71738 expired without ability for extension pursuant to SPMC Section 36.510.150(A); and

WHEREAS, on January 28, 2019, the applicant, Jason Lee of Panopotic Monterey LLC, applied for a new Tentative Tract Map No. 71738 pursuant to SPMC Section 36.510.140; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. (“CEQA”) and the State’s CEQA Guidelines, On August 7, 2014, the Planning Commission determined that the construction of the 9-Units at 191 Monterey Road would not have a significant impact on the environment, and therefore adopted a Negative Declaration for the project; and

WHEREAS, after notices issued pursuant to the requirements of South Pasadena Zoning Code, the Planning Commission held a duly noticed public hearing on March 25, 2019, at which all interested parties were given the opportunity to be heard and present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: Pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et. seq. (“CEQA”), and the State’s CEQA Guidelines, the Planning Commission adopted a Negative Declaration for the project. The previously approved Tentative Tract Map is unchanged.

SECTION 2: The Commission finds that none of the findings for denial can be made for the proposed Tentative Tract Map No. 71738 pursuant to South Pasadena Municipal Code Section 36.510.070(A) as follows:

1. Findings requiring denial

A Tentative map shall be denied if the Commission makes any of the following findings:

a. The proposed subdivision including design and improvements is not consistent with the General Plan or any applicable Specific Plan;

The proposed subdivision is consistent with the General Plan Medium Density development standards. The proposal is consistent with the Zoning Code, as it would create 9 units on a single lot resulting in a density of 13.4 units/acre whereas 14 units/acre is the maximum density allowed. No Specific Plan regulations apply to this parcel.

b. The site is not physically suitable for the type or proposed density of development;

The construction site is at the base of a north-facing slope. The front portion of the site was previously graded flat for a single family home. The property’s slope gradually increases near the central portion of site and becomes very steep at the southern portion. Grading was required to construct the underground parking areas. Therefore, it is considered to be physically suitable for this type of density since no variances from the development standards of the Zoning Code are necessary and it has been developed below the maximum allowed density.

- c. **The design of the subdivision or the proposed improvements are likely to cause substantial damage or injure fish or wildlife or their habitat.**
The intended subdivision is located in a medium-density urban residential zone. It is not adjacent to any streams or rivers or to known wildlife or their habitat. Therefore there will be no damage or injury to fish and wildlife or their habitat as a result of this project.
- d. **The design of the subdivision or type of improvements is likely to cause serious health or safety problems;**
The design of the subdivision and type of improvement are limited to 9 residential condominium units on a lot located in a medium-density residential zone. The proposed project will have steps along the side yard setbacks to provide quick emergency access to all the units. Each unit has private outdoor patios. As such, it will not cause serious health or safety problems.
- e. **The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. This finding may not be made if the Commission finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision;**
There are currently no existing or proposed public easements to provide access through or use of the property. Therefore, the design of the subdivision will not conflict with any public easements for access through, or use of the property within the proposed subdivision.
- f. **The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California Regional Water Quality Control Board;**
The proposed subdivision will not create any additional sewer discharged than that already anticipated by the General Plan and it would be developed below the maximum permitted density. All reviewing City Departments indicated the ability to support the project as presented. Therefore, no additional sewer service than currently provided is needed today to service the approved nine residential units on the property.
- g. **A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the City Engineer or the Commission that the conditions can be corrected in the plan for the development; or,**
- h. **The proposed subdivision is not consistent with all applicable provisions of**

this Zoning Code, any other applicable provisions of the Municipal Code, and the Subdivision Map Act.

According to a preliminary soils report, the proposed construction is feasible from the geotechnical engineering and geological viewpoints, provided that specific recommendations are followed. The City Engineer and the Building Official will review the report and the proposed project during the “plan-check” phase before issuing any grading or building permits. Furthermore, the subdivision is consistent with all applicable provisions of the Zoning Code, Municipal Code and the Subdivision Map Act since it is for the creation of nine residential condominium units in a medium-density residential zone of the city.

2. Supplemental findings

Pursuant to SPMC Section 36.510.070(B) in addition to the findings required for approval of a Tentative Map, the Commission shall not approve a Tentative Map unless it can also make the supplemental findings when they are applicable to specific subdivision proposal as follows:

- 1) Construction of improvements;
- 2) Condominium conversion;
- 3) Dedications or exaction; and,
- 4) Waiver of Parcel Map.

The current application is only for the construction of 9 condominiums. Therefore, none of the supplemental findings apply to the approval of the subject proposal.

SECTION 3: Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with the appropriate appeal fee, no later than fifteen (15) days, following the date of the Planning Commission’s final action.

SECTION 4: The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 25th day of March 2019.

- SIGNATURES TO FOLLOW ON NEXT PAGE -

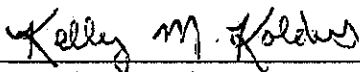
PASSED, APPROVED, AND ADOPTED this 25th day of March 2019, by the following vote:

AYES: BRAUN, DAHL, KOLDUS, LESAK AND TOM

NOES: NONE


ABSENT: NONE

ABSTAIN: NONE



Kelly M. Koldus, Chair

ATTEST:



Richard Tom, Secretary

EXHIBIT "A"
CONDITIONS OF APPROVAL
& DEVELOPMENT REQUIREMENTS
Hillside Development Permit & Tentative Tract Map No. 71738

PROJECT NO. 2206-TTM & 1717-HDP-DRX
191 Monterey Road (APN: 5311-010-022)

CONDITIONS OF APPROVAL 1

PLANNING DIVISION:

- C-P1. * The Tentative Tract Map and all rights hereunder shall terminate 24 months from the effective date (April 10, 2019) on April 10, 2021 unless otherwise conditioned.
- C-P2. The Design Review and Hillside Development Permit is granted for the land and land use as described in the application and any attachments thereto, as shown on the development plans submitted to and approved by the Planning Commission on August 7, 2014.
- C-P3. The applicant shall obtain Planning Department approval for the following: 1) the second floor side windows; 2) the chimney detailing; 3) the exterior foam detailing; 4) landscaping and irrigation for the back retaining wall; and 5) the change from "S" tile to a two piece roof tile. This condition was added at the August 7, 2014 meeting.
- C-P4. This Design Review and Hillside Development Permit and all rights hereunder shall terminate within twelve (12) months of the effective date of the Design Review and Hillside Development Permit unless otherwise conditioned and/or unless action is taken to secure Building Permits and maintain active Building Permits with the Building Division beginning with the submittal of the plans for Plan Check review.
- C-P5. The material of the roof shall be the two-piece concaved shaped tile that overlaps. This is to avoid an appearance of a "commercial look".
- C-P6. Prior to obtaining permits from the Building Division, the applicant shall obtain permits from the Public Works Department to remove 16 trees from the subject property, 13 of which are "significant trees" and 3 are significant native species trees (*Quercus Agrifolia* Coast Live Oak).
- C-P7. Prior to obtaining a Certificate of Occupancy, the applicant shall mitigate the loss of the aforementioned significant and native species trees by planting 47 replacement trees each at 24" box size and that 18 of those replacement trees be a native species tree. The timing, selection, and planting location of all the replacement trees shall first be approved by the City's Natural Resources and Environmental Commission (NREC) through the aforementioned tree removal permit process (Condition No. C-P6). The replacement trees shall have a survival guarantee of two years after a Certificate of Occupancy is obtained for the project as required for the replacement trees.

Note:

*1: * Constitutes a new or revised Condition of Approval.*

DEVELOPMENT REQUIREMENTS

Note: As a convenience to the applicant, the development requirements from applicable Departments/Agencies are listed herein. These requirements list what the applicant will be required to comply with in order to receive a Building Permit, a Certificate of Occupancy, or other Department-issued entitlement.

PLANNING DIVISION:

- P1. Approval by the Planning Commission does not constitute a building permit or authorization to begin any construction. An appropriate permit issued by the South Pasadena Building Division must be obtained prior to construction, enlargement, relocation, conversion or demolition of any building or structure on any of the properties involved with the Design Review and Hillside Development Permit.
- P2. All other requirements of any law, ordinance, or regulation of the State of California, City of South Pasadena, and any other government entity shall be complied with.
- P3. Compliance with and execution of all conditions listed herein shall be necessary prior to obtaining any occupancy inspection clearance and/or prior to obtaining any occupancy clearance.
- P4. The applicant and each successor in interest to the property which is the subject of this project approval, shall defend, indemnify and hold harmless the City of South Pasadena and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council or City Planning Commission concerning this use.
- P5. The construction site and the surrounding area shall be kept free of all loose materials resembling trash and debris in excess of that material used for immediate construction purposes. Such excess may include, but is not limited to: the accumulation of debris, garbage, lumber, scrap metal, concrete, asphalt, piles of earth, salvage materials, abandoned or discarded furniture, appliances or other household fixtures.
- P6. The hours of construction shall be limited to 8:00 am and 7:00 pm Monday through Friday; 9:00 am and 7:00 pm on Saturday; and 10:00 am through 6:00 pm on Sunday.
- P7. * During construction, the clearing, grading, earth moving, or excavation operations that cause excessive fugitive dust emissions shall be controlled by regular water or other dust preventive measures using the following procedures:
 - a. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day;
 - b. All material transported on-site or off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust;
 - c. The area disturbed by clearing, grading, earth moving, or excavation operations shall be minimized so as to prevent excessive amounts of dust; and
 - d. Visible dust beyond the property line emanating from the project shall be prevented to the maximum extent feasible.

BUILDING AND SAFETY DIVISION:

- B1. Separate plan review and permit is required for each detached retaining wall.
- B2. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for construction of trenches or excavations greater than five feet in depth.
- B3. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for the construction of any building, structure, scaffolding or false-work more than three stories or 36 feet in height.
- B4. A permit from CAL-OSHA shall be obtained prior to issuance of the building permit for the dismantling of scaffolding or false-work, more than three stories or 36 feet in height.
- B5. A sewer connection fee shall be paid to the Los Angeles County Sanitation District prior to permit issuance.
- B6. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
- B7. Separate plan submittal and approval by the City Fire Department is required prior to issuance of the building permit.
- B8. All roof coverings shall have a Class A rating.
- B9. Electrical plan check is required.
- B10. Plumbing plan check is required for the sump pump.
- B11. Plumbing plan check is required.
- B12. Mechanical plan check is required for the garage ventilation system.
- B13. Energy calculations are required.
- B14. Electrical, plumbing, mechanical, or grading plan review will occur only upon completion of the appropriate plan check application and payment of the appropriate plan check fee. Electrical, plumbing, mechanical, or grading plan review is not automatic. If you have any questions concerning whether plan review is required, contact the Building Division.
- B15. No building shall be located within twenty feet of an unprotected Southern California Edison transformer. To be considered protected, the transformer must be separated from the building by masonry construction not less than 6' high, except that metal doors may be used as part of the enclosure so long as the doors do not face the building. Transformer protection shall not conflict with any Southern California Edison requirements.
- B16. Separate utility plans for electricity, phone and cable shall be prepared indicating the location and method of utility service. Each utility provider shall approve the proposed method of service prior to building plan check approval by the City. THE GRADING AND/OR BUILDING PLANS WILL NOT BE ISSUED UNTIL THE REQUESTED PLAN HAS BEEN APPROVED BY THE BUILDING DIVISION.
- B17. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
- B18. A survey shall be performed prior to requesting for building frame inspection which indicates that the framing is constructed to provide the required front, side, and rear yard setbacks after all finish materials are installed. The survey shall be performed by a land surveyor or civil engineer licensed in the State of California to perform survey work.
- B19. Foundation inspection will not be made until the excavation has been surveyed and the depth of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California.

- B20. No form work or other construction materials will be permitted to encroach in to adjacent property without written approval of the affected property owner.
- B21. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
- B22. A soils report is required anytime a parcel or tract map is processed in accordance with the State Map Act.
- B23. A soils and geology report is required which specifically addresses liquefaction potential.
- B24. Where a soils report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) observation of cleared areas and benches prepared to receive fill;
 - b) observation of the removal of all unsuitable soils and other materials;
 - c) the approval of soils to be used as fill material;
 - d) inspection of compaction and placement of fill;
 - e) the testing of compacted fills; and
 - f) the inspection of review of drainage devices.
- B25. Where the slope of the natural grade is equal to or in excess of thirty percent (30%) at any point in-between the setback dimensions specified in Appendix J108 of the current Building Code for any proposed structure on the site, the applicant shall reimburse the City for all costs incurred to have the project soils report evaluated by an independent, third-party, peer-level soils and/or geological engineer.
- B26. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Building Division, a new Preliminary Soils and/or Geotechnical Investigation.
- B27. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
- B28. Grading plans shall not be drawn at less than 1" = 10' scale.
- B29. The placement of buildings and structures on or adjacent to slopes steeper than 1 unit vertical in 3 units horizontal (33.3 % slope) shall be in accordance with Section 1808.7.1 and 1808.7.5 of the building code.
- B30. The design and construction of new building and additions to existing buildings when such buildings and additions are to be located on or into slopes steeper than one unit vertical in three units horizontal (33.3%) shall comply with seismic design provisions for hillside buildings per Section 1613.7 per the current Los Angeles county amendments.
- B31. Buildings that contain more than two dwelling units shall be classified as R-2 Group Occupancy.
- B32. The design of enclosed parking garages classified as Group S-2 Occupancy shall comply with Section 406.2 and 406.4 of the Building Code.

- B33. Allowable height and building areas shall comply with Section 503, Section 504, and Table 503. Mix use and occupancy shall comply with Section 508. To consider the residential structure as a separate building from the parking garages underneath, the special provisions of Section 509 shall comply.
- B34. Fire-resistance rating requirements for exterior walls based on fire separation distance shall comply with Table 602 of the Building Code.
- B35. Maximum area of exterior wall openings and degree of open protection based on fire separation distance shall comply with Table 705.8 of the Building Code.
- B36. Walls separation dwelling units in the same building shall comply with section 709.
- B37. Two exits or exit access doorways within and from individual dwelling unit shall be provided where the 125 feet of common path of egress travel in a sprinklered, Group R-2 building per Section 1014.3 and 1015.1 of the Building Code.
- B38. Building with one exit, including the subterranean parking garage classified as S-2 occupancy group shall comply with Section 1021.1 and Table 1021.2.
- B39. Exterior exit stairways shall comply with section 1023.
- B40. All State of California disability access regulations for accessibility and adaptability shall be complied with.
- B41. At least one of the multistory dwellings in condominiums shall comply with Section 1102A.3.1, unless the conditions per Section 1150A are met.
- B42. Common-use areas serving covered multifamily dwellings shall be accessible.
- B43. Private garages which are accessory to covered multifamily dwelling units shall be accessible as required in Section 1109A.
- B44. All applicable requirements in the Standard Urban Stormwater Mitigation Plan (SUSMP) as one of the model programs under the National Pollutant Discharge Elimination System (NPDES) Permits to develop and implement programs for stormwater management within the County of Los Angeles shall be complied with.
- B45. All utilities, including electric, phone, cable, etc. shall be underground in accordance with the South Pasadena Municipal Code.
- B46. The current code is the 2011 Los Angeles County Building Code.
- B47. Every newly constructed building or structure shall comply with the provisions of the 2010 California Green Building Standards Code (CALGreen).
- B48. The initial plan check fee will cover the initial plan check and one recheck only. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
- B49. The second sheet of building plans is to list all City of South Pasadena conditions of approval and is to include a "sticky-back" photocopy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check. Conditions are required from the following departments: Planning, Building, Fire, Police, Public Works and Code Enforcement.

DEPARTMENT OF PUBLIC WORKS:

- PW1. The applicant shall pay for all applicable city fees including PW plan review and permit fees.
- PW2. Replace all broken, damaged, or out-of-grade sidewalk, curb and gutter, asphalt/concrete to the satisfaction of the City Engineer. Remove the entire existing retaining curb at the back of the side walk.
- PW3. The applicant shall provide a detailed grading/drainage plan prepared by a Licensed Civil Engineer and signed and stamped by the Civil and Project Geotechnical Engineer.
- PW4. Per City Municipal Code, Section 23.14, provide the necessary BMP Measures and the SUSUMP package for construction and post construction phases.
- PW5. The applicant shall provide a Tract Map per subdivision Map Act Requirements and submit for Public Works review and approval and County Recordation prior to final occupancy. Tentative Tract Map No. 71738 is subject to the following conditions:
- a. The applicant shall pay for all applicable city fees including PW plan review and permit fees.
 - b. The applicant shall pay City water and sewer connection charges per City Council Resolution 7390.
 - c. The applicant shall contact the City Water Division to coordinate size, location, and associated fee for a new water meter connection as applicable. Please contact Water Operation Manager at (626) 403-7372 for additional information. Obtain the Water Department's approval for a separate water meter at each unit.
 - d. Submit sewer video of City mainline showing new active sewer lateral connection.
 - e. Show the location of all existing utilities on adjacent street(s), as well as location and size of all existing or proposed services serving the property.
 - f. LA County Sanitation District approval /fee receipt is required prior to connection to the City's sewer.
 - g. Show all existing and proposed trees, including size and species, and indicate their disposition. If any trees are to be removed, per City Ordinance No. 2126 amending Section 34.4 of the City Municipal Code, file for a tree removal permit application. See Municipal Code Section 34.5 for the required information and process for the trees that are proposed to be removed and/or impacted during construction. The applicant shall obtain permit prior to approval of grading plan.
 - h. The applicant shall not remove one (1) Oak tree located near the southwest corner of the proposed building without the approval from the City Arborist.
 - i. The applicant shall provide methods of protecting existing trees during construction. Please contact City Arborist at (626) 403-7372 for additional information.
 - j. The applicant shall provide a storm water pollution prevention plan (SWPPP) per City Municipal Code, Section 36.540.060, A, 2.
 - k. Provide a method of handling volume of the differential flow due to the development. The applicant shall provide a detailed grading/drainage plan prepared by a Licensed Civil Engineer and signed and stamped by the Civil and Project Geotechnical Engineer. Provide copy of approved plan from Building & Safety Department.
 - l. Provide geotechnical engineer's recommendation for negotiating the elevation difference to the existing ground during construction of the proposed retaining walls.

Caisson will be constructed to hold soil and will be part of retaining wall soil reported dated 11/25/2013.

- m. Show footing detail for the proposed retaining walls indicating depth, width, and relationship to the property lines. Caisson foundation for retaining wall depth to be determined by soil engineer on-site.
- n. Show location of the cutback line necessary for excavation of the retaining wall footing.
- o. Provide a slopes stability analysis to the Building Division for approval of any portion of the slope that exceeds a 2:1 ratio.
- p. The applicant shall provide copies of Title reports.
- q. Provide a Tract Map per subdivision Map Act Requirements and submit for Public Works review and approval and County Recordation prior to final occupancy.
- r. The applicant shall obtain temporary construction easement from the neighboring properties in order to construct near the property boundary walls.
- s. Per SPMC 23.14, provide the necessary BMP Measures and the SUSUMP package for construction and post construction phases.
- t. Prior to filing a Final Map, submit Covenants, Conditions, and Restrictions (CC&R's) to the City Engineer for review. The CC&R's shall establish a Home Owners Association that will be responsible for maintaining all common areas on the site including drainage and storm water treatment devices required under the Standard Urban Stormwater Mitigation Plan (SUSUMP).
- u. The applicant shall provide a haul route and staging plan for review and approval to the Public Works Department prior to issuance of permits. Any construction activity that may require closing the roadway shall be discussed and mitigated in the staging plan.
- v. The applicant shall be responsible for posting a project sign. The project sign shall be posted at the entrance to the site. The project sign shall be 24" x 36" and made of weather-resistant durable material. The applicant shall provide designated person and 24-hours emergency contact number who will be responsible maintaining the public right-of-way during the all stages of construction until the project is completed.
- w. Replace all broken, damaged, or out-of-grade sidewalk, curb and gutter, asphalt/concrete to the satisfaction of the City Engineer per SPMC 31.54. Remove the entire existing retaining curb at the back of the side walk.
- x. Remove and replace minimum of 1" of existing asphalt pavement fronting the property to the center line of roadway.
- y. The proposed electrical transformer shall be installed on private property and easement must be secured. The easement shall be shown on the final map.
- z. The proposed driveway apron shall have minimum of 30 feet width for the commercial driveway approach and maximum slope of 14 percent.
- aa. The proposed clustered mail boxes shall be show on the plan.
- bb. The proposed trash receptacles shall be shown on the plan.
- cc. The applicant shall provide fire sprinkler system plan.
- dd. The applicant shall provide drainage plan for the common driveway areas.
- ee. The applicant shall provide a copy of the water pressure report.

- PW6. A tree removal permit from Public Work Department will be required for the removal of any trees from the site.
- PW7. Provide a slopes stability analysis to the Building Division for approval of any portion of the slope that exceeds a 2:1 ratio.
- PW8. Remove and replace min. of 1" of existing asphalt pavement fronting the property to the center line of roadway.
- PW9. Prior to filling a Final Map, submit Covenants, Conditions, and Restrictions (CC&R's) to the City Engineer for review. The CC&R's shall establishment a Home Owners Association that will be responsible for maintaining all common areas on the site including drainage and stormwater treatment devices required under the Standard Urban Stormwater Mitigation Plan (SUSUMP).
- PW10. Obtain the Water Department's approval for a separate water meter at each unit.
- PW11. Prior to occupancy, record the Final Parcel Map pursuant to the requirements of the California Subdivision Map Act.
- PW12. Prior to obtaining a Building Permit, the applicant will be required to pay the water and sewer capacity fee to fund the costs of improving water and sewer capital facilities to meet increased demand from new development.

FIRE DEPARTMENT:

- FD1. Required Code Reference is the 2011 South Pasadena Municipal Code (SPMC); 2010 California Fire Code (CFC); 2010 California Building Code; NFPA standards, Title 19 Applicable NFPA and related fire standards.
- FD2. The total amount of square footage for this new proposed construction is over 3000 sq. ft., thus, the City of South Pasadena Municipal code requires a Fire Alarm system to be installed and this requirement supersedes any CFC section.
- FD3. SPMC 907.1.6 Where Required. An approved manual, automatic or manual and automatic fire alarm system complying with sections 907.2.1 through 907.2.2.6 shall be provided in all new buildings with a fire area exceeding 3,000 square feet.
- FD4. Fire Sprinklers are required; submit plans to Fire Department prior to obtaining Building Permits.
- FD5. 901.5 Installation acceptance testing. Fire detection and alarm systems, fire-extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service mains and all other fire protection systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. The fire code official shall be notified before any required acceptance testing.
- FD6. **Section 903 Automatic Sprinkler Systems**
- a. **903.1 General.** *Automatic sprinkler systems shall comply with this section.*
 - b. **903.2 Where required.** *Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.*
 - c. **903.2.8 Group R.** *An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.*
Exceptions:
 - *Existing Group R-3 occupancies converted to Group R-3.1 occupancies not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.*
 - *Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 425.8.3.3 of the California Building Code.*
 - *Pursuant to Health and Safety Code Section 13113 occupancies housing ambulatory children only, none of whom are mentally ill or mentally retarded, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and buildings or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.*
 - *Pursuant to Health and Safety Code Section 13143.6 occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).*
 - *When not used in accordance with Section 504.2 or 506.3 of the California Building Code an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.*
 - *An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.*

- d. Fire sprinklers shall not be able to shut off unless the domestic line to the property is shut off. There shall be no other means to turn off water to the sprinkler system. Ensure this sprinkler system is installed by an approved C-16 licensed company. Please provide a drawing of the sprinkler system to the fire department prior to beginning of work.
- e. **903.3.1.2.1 Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25 mm) to 6 inches (152 mm) below the structural members and a maximum distance of 14 inches (356 mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction.
- f. **903.3.2 Quick-response and residential sprinklers.** Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with Section 903.3.1 and their listings.
- *Throughout all spaces within a smoke compartment containing patient sleeping units in Group I-2 in accordance with the California Building Code.*
 - *Dwelling units and sleeping units in Group R occupancies.*
 - *Light-hazard occupancies as defined in NFPA 13.*
- g. **903.3.5 Water supplies.** Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with Health and Safety Code Section 13114.7.
- h. **903.4 Sprinkler system supervision and alarms.** All valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems **shall be electrically supervised by a listed fire alarm control unit.**
Exceptions:
- *Automatic sprinkler systems protecting one- and two- family dwellings.*
 - Limited area systems serving fewer than 20 sprinklers.
 - *Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the *automatic sprinkler system*, and a separate shutoff valve for the *automatic sprinkler system* is not provided.*
 - Jockey pump control valves that are sealed or locked in the open position.
 - Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.
 - Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
 - Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

FD7. **Section 912 Fire Department Connections**

- a) **912.1 Installation.** Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.5. (F)

- b) **912.2 Location.** With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be *approved* by the fire chief. (F)
 - c) **912.3 Access.** Immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be *approved* by the fire chief. (F)
 - d) **Exceptions:**
 - 1. *Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.4 and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.*
 - 2. *When acceptable to the fire authority having jurisdiction, fire department connections for Group I-3 detention facilities may be located inside all security walls or fences on the property.*
 - e) **912.4 Signs.** A metal sign with raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served. (F)
 - f) **912.5 Backflow protection.** The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by *Health and Safety Code Section 13114.7.* (P)
- FD8. **Address identification.** New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). (CFC 505.1)
- FD9. **Special Provisions related to Roof Types.** Notwithstanding anything else in this code, or any other code incorporated, herein, by reference any new roof shall be of **Class "A" roof material** and noted as a Class "A" roof assembly. When requested, the occupant/ owner may need to provide a listing service from the California State Fire Marshal's office to support such roofing assembly rating or class. (14.4 SPMC)
- FD10. **Exception:** Any re-roofing shall provide Class A roof material or Class "A" roof assembly for the entire roof when the aggregated re-roofing for the same building during any consecutive twelve months exceeds fifty percent of the square foot area of the existing roof.
- FD11. Each chimney in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an **approved spark arrestor** having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material. (SPMC section 603.6.6)
- Smoke Alarms.**
- FD12. **Groups R-2, R-2.1, R-3, R-3.1 and R-4.** Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-2.1, R-3, R-3.1 and R-4 regardless of *occupant load* at all of the following locations:

- a) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms. In each room used for sleeping purposes.
- b) Exception: Single- or multiple-station smoke alarms in Group I-1 shall not be required where smoke detectors are provided in the sleeping rooms as part of an automatic smoke detection system. (CFC 907.2.11.2)
- c) In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
- d) In a Group R-3.1 occupancy, in addition to the above, smoke alarms shall be provided throughout the habitable areas of the dwelling unit except kitchens.
- e) **Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* or *sleeping unit* in Group R-1, R-2, R-3, R-3.1 or R-4, the **smoke alarms shall be interconnected** in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. (CFC 907.2.11.3)

Carbon Monoxide Alarms.

- a) **Where required.** *For new construction, an approved carbon monoxide alarm shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages. (CBC 420.4.1)*
- b) **Power supply.** *For new construction, required carbon monoxide alarms shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Alarm wiring shall be directly connected to the permanent building wiring without a disconnecting switch other than as required for overcurrent protection. (CBC 420.4.1.1)*
Exceptions:
 - *In dwelling units where there is no commercial power supply, the carbon monoxide alarm may be solely battery operated.*
 - *In existing dwelling units, a carbon monoxide alarm is permitted to be solely battery operated where repairs or alterations do not result in the removal of wall and ceiling finishes or there is no access by means of attic, basement or crawl space.*
 - *Other power sources recognized for use by NFPA 720.*
- c) **Interconnection.** Where more than one carbon monoxide alarm is required to be installed within the dwelling unit or within a sleeping unit, the alarm shall be interconnected in a manner that activation of one alarm shall activate all of the alarms in the individual unit. (CBC420.4.1.2)
Exception: Interconnection is not required in existing dwelling units or within sleeping units where repairs do not result in the removal of wall and ceiling finishes, there is no access by means of attic, basement or crawl space, and no previous method for interconnection existed.
- d) **Alarm requirements.** Single- and multiple-station carbon monoxide alarms shall be listed as complying with the requirements of UL 2034. Carbon monoxide detectors shall be listed as complying with the requirements of UL 2075. Carbon monoxide alarms and carbon monoxide detectors shall be installed in accordance with this code, the current edition of NFPA 720 "Standard for the Installation of Carbon Monoxide (CO) Detection

and Warning Equipment" and the manufacturer's installation instructions. Other carbon monoxide alarm and detection devices as recognized in NFPA 720 are also acceptable. *Carbon monoxide alarms required by 420.4.1 and 420.4.2 shall be installed in the following locations:*

1. *Outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s).*
2. *On every level of a dwelling unit including basements.*
3. *For R-1 only.*
 - *On the ceiling of sleeping units with permanently installed fuel-burning appliances. (CBC 420.4.3) required for new construction, an approved carbon monoxide alarm shall be installed in dwelling units and in sleeping units within which fuel-burning appliances are installed; and in dwelling units that have attached garages (CBC 420.4.1).*

SECTION 1029 EMERGENCY ESCAPE AND RESCUE (B)

FD13. **1029.1 General.** In addition to the *means of egress* required by this chapter, provisions shall be made for emergency escape and rescue in Group R occupancies. Basements and sleeping rooms below the *fourth story above grade plane* shall have at least one exterior *emergency escape and rescue opening* in accordance with this section. Where basements contain one or more sleeping rooms, *emergency escape and rescue openings* shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Such openings shall open directly into a *public way* or to a *yard or court* that opens to a *public way*.

FD14. **Exceptions:**

- a) *In Groups R-1 and R-2 occupancies constructed of Type I, Type IIA, Type IIIA or Type IV construction equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1.*
- b) *The emergency escape and rescue opening is permitted to open onto a balcony within an atrium in accordance with the requirements of Section 404 of the California Building Code, provided the balcony provides access to an exit and the dwelling unit or sleeping unit has a means of egress that is not open to the atrium.*
- c) *Basements with a ceiling height of less than 80 inches (2032 mm) shall not be required to have emergency escape and rescue windows.*
- d) *High-rise buildings in accordance with Section 403 of the California Building Code.*
- e) *Emergency escape and rescue openings are not required from basements or sleeping rooms that have an exit door or exit access door that opens directly into a public way or to a yard, court or exterior exit balcony that provides access to a public way.*
- f) *Basements without habitable spaces and having no more than 200 square feet (18.6 m²) in floor area shall not be required to have emergency escape window.*
- g) **1029.2 Minimum size.** *Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.53 m²). Exception: The minimum net clear opening for emergency escape and rescue grade-floor openings shall be 5 square feet (0.46 m²).*
- h) **1029.2.1 Minimum dimensions.** *The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.*

- FD15. **Security Gates.** The installation of security gates across a fire apparatus access road shall be **approved by the fire chief**. Where security gates are installed, they shall have an *approved* means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. **(CFC 503.6)**
- FD16. **KEY BOXES** Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the *fire code official* is authorized to require a key box to be installed in an *approved* location. The key box shall be of an *approved* type and shall contain keys to gain necessary access as required by the *fire code official*. **(CFC 506.1)**

Wild land Urban Interface Requirements:

- FD17. This residence is in the City of South Pasadena High Fire Severity Zone. Please note the following Wild land Urban Interface Fire Requirements:
- a) 504.2 Roof coverings- Class A only. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eaves ends shall be fire stopped to preclude entry of flames or embers.
 - b) Eaves and soffits shall be protected on the exposed underside by materials approved for a minimum 1 hour fire resistance rated construction, 2 inch nominal dimension lumber or 1 inch nominal fire-retardant treated lumber or ¾ inch nominal fire retardant treated plywood, identified for exterior use.
 - c) Attic ventilation openings, foundation or other ventilation openings shall not exceed 144 square inches each. Such vents shall be covered with noncombustible corrosion resistant mesh with openings not to exceed ¼ inch or shall be designed to prevent flame or ember penetration into structure.
 - d) Attic ventilation openings shall not be located in soffits, eave overhangs, between rafters at eaves or in overhang areas. Gable end or dormer vents shall be located at least 10 feet from property lines. (Also See 504.11 Detached accessory structures).
 - e) Defensible space requirement per section 603.2 and Table 603.2 is 100 feet. Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures in a manner as to provide a clear area for fire suppression operations.
 - f) Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree Crowns within defensible space shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Portions of tree crowns that extend within 10 feet of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of 10 feet. Deadwood and litter shall be regularly removed from trees.
- FD18. **Buildings under construction** shall meet the conditions of "Chapter 14- Fire Safety During Construction and Demolition" of the 2010 California Fire Code. Structures under construction, alteration or demolition, shall be provided with not less than one 2A10BC fire extinguisher as follows:
- a) At each stairway on all floor levels where combustible materials have accumulated.
 - b) In every storage and construction shed.
 - c) Where special hazards exist including but not limited to and the storage and use of combustible and flammable liquids.
- FD19. **A Set of plans** must remain on the job site all times. Appointments for inspections should be made

at least two days in advance of required inspection by calling the Fire Department at (626) 403-7304.

- FD20. The City of South Pasadena Fire Department reserves the right to change or otherwise modify requirements based upon receiving additional project information or other unforeseen circumstances.

This page intentionally left blank.



City Council Agenda Report

ITEM NO. 23

DATE: April 17, 2019

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

PREPARED BY: Daniel Ojeda, P.E., Interim Director of Public Works *[Signature]*,
Alex Chou, Associate Civil Engineer *[Signature]*

SUBJECT: **Award of Contract for On-call Material Testing and Geotechnical Services to Geo Teck, Inc., for a Not-to-Exceed Amount of \$201,600**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated January 16, 2019 from Geo Tek, Inc., for on-call material testing and geotechnical services;
2. Authorize the City Manager to execute an agreement with Geo Tek, Inc., for a not-to-exceed amount of \$201,600; and
3. Reject all other proposals received.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

This service agreement is for on-call material testing and geotechnical services for upcoming Capital Improvement Projects (CIP) for Fiscal Year (FY) 2019 -2023. The term of the contract will be three years with the option by the City of South Pasadena (City) to extend service agreement up to two additional years.

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

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

South Pasadena Municipal Code Section 2.99-29(12) states "Professional and Contractual Services. Contracts for services of specially trained and professional persons or businesses shall

be exempt from bidding. If possible, quotes from three qualified vendors shall be obtained prior to the award of a contract.”

In January 2019, a request for proposals was advertised on the City’s website as well as directly mailed to several engineering firms with previous experience in material testing and geotechnical services. Proposals were received from the following firms:

<u>Firm Name</u>	<u>City</u>	<u>Remark</u>
• Geo Tek, Inc.	Corona	
• Smith-Emery	Los Angeles	Incomplete RFP
• Geo-Advantec, Inc.	San Dimas	
• Koury Engineering & Testing, Inc.	Chino	Incomplete RFP
• Ninyo & Moore	Los Angeles	
• Geocon West, Inc.	Burbank	
• RMA Group	Rancho Cucamonga	Proposed Fee Not Open
• California Testing & Inspections	Paramount	Proposed Fee Not Open
• Fugro Group	Ventura	Proposed Fee Not Open
• Willdan	Anaheim	Proposed Fee Not Open
• Associate Soils Engineering, Inc.	Signal Hill	Proposed Fee Not Open
• MTGL, Inc.	Anaheim	Proposed Fee Not Open
• SCST, LLC	Los Angeles	Proposed Fee Not Open

After reviewing the proposals, staff ranked top six firms and determined Geo Tek, Inc., as the best qualified firm to perform the required services, based on a combination of experience, scope of services and project understanding. Firms that were not ranked top six were not evaluated for further consideration.

Geo Tek, Inc., is a full-service material testing firm based in the City of Corona which specializes in providing geotechnical engineering, construction inspection and testing services, environmental services, and other general civil engineering services to municipal agencies. They have provided similar geotechnical material testing services to the Cities of Corona, Victorville, and Riverside. Staff has checked references for Geo Tek, Inc., and has found them to be satisfactory. As such, staff is recommending that a contract for on-call material testing and geotechnical service to be awarded to Geo Tek, Inc.

Next Steps

1. After execution of the PSA, Staff will setup kick-off meeting with the Consultant.
2. The Consultant will perform required services and provide test results and recommendations to the City.

Background

The contracts being considered under this item are for on-call material testing and geotechnical

services for various CIP Projects; which include but not limited to compaction testing of utility trench backfills and asphalt placement for conformance with the project specifications as directed by the City.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

This service agreement is funded from General Fund Account No. 104-9000-9203. Depending on the specific CIP projects, a purchase order will be created using the specific account number for upcoming CIP projects.

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: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Geo Tek, Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's January 16, 2019 proposal to City attached hereto as "Exhibit A" and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for these projects is Daniel Ojeda, Interim Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for these projects. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as "Exhibit B" and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Two Hundred One Thousand Six Hundred Dollars (\$201,600).
- 3.5. "Commencement Date": April 17, 2019.
- 3.6. "Termination Date": April 16, 2023.

4. TERM

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

5. CONSULTANT'S DUTIES

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

Professional Services Agreement – Consultant Services

Page 2 of 15

Approved For Use 11/15/16

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

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, "Exhibit B." Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, "Exhibit." Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.6. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.7. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- **Professional Liability Insurance:** \$2,000,000 per occurrence, \$4,000,000 aggregate
- **General Liability:**
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- **Workers' Compensation:**
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- **Automobile Liability:**
 - Any vehicle, combined single limit \$1,000,000

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

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

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

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City:

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

If to Consultant:

Steven Runyan
Geo Tek, Inc.
1548 North Maple Street
Corona, CA 92880
Telephone: (951) 710-1160
Facsimile: (951) 710-1167
E-mail: lnovasel@geotekusa.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the

expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

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

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

18. GENERAL PROVISIONS

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

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

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

“City”
City of South Pasadena

“Consultant”
Geo Tek, Inc. as marked

By: _____
Signature

By: 
Signature

Printed: _____

Printed: **Steven Runyan**

Title: _____

Title: **Principal Engineer**

Date: _____

Date: **3/28/2019**

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A

SCOPE OF WORK

Understanding of Needs for the Requested Consulting Services and Scope

Upon review of the Request for Qualifications for Material Testing and Geotechnical Services by the City of South Pasadena, GeoTek understands the needs of the City with respect to the requested services.

Description of Scope of Work and Applicable Methods

Our field and laboratory work will be performed in general accordance with the approved project plans and/or specifications and the appropriate jurisdictional entity (City and/or State). As a proactive measure to provide a consistent quality product, we apply our Quality Control Plan to all projects performed by our company. Each project, or task order within a project, is assigned a Senior Technical Professional who provides senior quality review of the project at designated milestones throughout its duration. Therefore, quality is built in throughout the project.

Construction materials will be transported to our laboratory for the appropriate testing. When soils and aggregate are sampled at the job site, test results will be submitted within 24 hours. Results of compaction and density tests taken at the job site will be submitted prior to the end of the work day. Results from R-value and asphalt extraction tests from job site sources will be submitted within 48 hours. Upon completion, reports of our field observations and our laboratory test results will be distributed to those on the approved distribution list. Typed reports will be distributed within 1 week after the work is performed. Final reports will be submitted upon completion of each project.

GeoTek will maintain our current CalTrans Certification and all sampling and testing will be done by personnel with the appropriate accreditation designated to be performed.

A qualified technician will conduct both construction observation and density testing by use of either a nuclear gauge or sand cone on roadway subgrade, aggregate base, asphalt concrete, slope fill, trench backfill as required. We will also provide an ACI certified technician or ICC Special Inspector as needed to perform casting of concrete cylinders, slump tests, and rebar inspections (if required) for curb, gutter, drainage devices, channel slope paving, and any other concrete items as required/requested by the City. All concrete compression testing will be performed in accordance with ASTM C39.

GeoTek will maintain and keep records of all samples and tests in a project file as a permanent job record, and will include all materials incorporated into the project, along with any represented by failing tests. The test results will cite applicable contract requirements, tests and/or analytical procedures used, actual results, and a statement that the item tested or analyzed conforms or fails to conform to the specified requirements. All test results will be signed by an

authorized representative of GeoTek to certify documentation and will forward this information the City of South Pasadena's designated representative(s).

Lastly, GeoTek will provide a staff engineer/technician/inspector as requested by the City to provide geotechnical observation, deputy inspection, preconstruction meetings, etc...

Recommendations/Modifications to Scope

At the time of preparing this Statement of Qualifications for the City, GeoTek has not recognized any modifications to the stated scope of services.

Required Information/Documents from City

Information and documents required by GeoTek for the proposed scope of work would include previously prepared geotechnical evaluation reports and or compaction reports for the project sites, proposed improvement plans (preferably approved by the jurisdictional agency) and any other pertinent information the City may have for a given project site that would assist GeoTek in performing the requested scope of services for the project. This information and documents would be best provided to GeoTek prior to the onset of the project.

GeoTek's Approach to Requested Services

GeoTek's Engineering Project Management philosophy focuses on superior customer service. Our project manager will establish lines of communication with both the client and other members of the project team up front, and maintain those lines of communication throughout the duration of the project. Another facet of our project management philosophy includes timely response to the needs of the client, along with those issues that arise during the course of the project. Our project manager provides the appropriate technical personnel and resources to enable our technical services to be performed in accordance with the current standard-of-care. We take pride in the fact that our project managers consistently monitor each project to make sure that it is completed on time and within budgetary constraints. In addition, invoices are submitted in a format that will be tailored to the needs of the client with sufficient line item descriptions to make them more understandable.

GeoTek's Experience Associated with the Intended Services

GeoTek, Inc. offers a full range of construction materials engineering, field materials and laboratory testing, and construction observation and inspection services. Our staff has provided services on a wide variety of projects including, but not limited to: educational facilities, high and low rise buildings, parking structures, roads, water and wastewater treatment plants, utility transmission lines, storm water detention basins, bridges, airports (runways, taxiways and aprons), mine facilities, power plants, and mass grading for residential and commercial developments. Construction materials include, but are not limited to: Portland cement concrete,

hot mix asphalt, soils, aggregates, masonry, steel, soil-cement, roller-compacted concrete and post-tensioned concrete.

GeoTek's Procedures for Working with Architects and Construction Management Teams

Once a scope of work is assigned to GeoTek, lines of communications are established with all parties involved in the project, including the architect and construction management team. GeoTek assigns a project manager, Geotechnical Engineer, Engineering Geologist, and Senior Technical Professional to the project. Typically, the project manager will at times also serve as the engineer or geologist. The project manager has responsibility for the overall success of the project. We then review the scope of work requested by the client, architect or construction management and make sure we understand the details of our assignment, not only as it relates to the technical aspects but also to logistics and communication requirements.

GeoTek's Method of Response to The City of South Pasadena

GeoTek, Inc. is committed to the principles of client service and sound professional advice. We pay attention to these cost-effective basic values and pride ourselves on doing high quality work that presents real value to our clients. We approach every project with a team concept in mind, and our reputation for high quality and timely service at competitive prices, has established us as an industry leader. As such, design changes, field clarifications and change requests are responded to in the utmost of efficient manners.

EXHIBIT B

FEE SCHEDULE

Unit Prices for Geotechnical and Materials Testing

Item No.	Item Description	Estimated Quantities	Unit	Unit Price (\$)	Total Amount (\$)
1	Collect samples and prepare maximum density test (including travel, certified technician, equipment, and lab costs)	100	EA	225.00	22,500.00
2	Roadway Subgrade or Base Compaction Test (including travel, certified technician, equipment, and lab costs)	100	EA	225.00	22,500.00
3	Prepare sets of concrete cylinders and perform compression strength tests at seven and twenty-eight days (including travel, certified technician, equipment, and lab costs)	20	EA	30.00	600.00
4	Certified Field Technician (as needed for construction observation)	1,500	Hour	88.00	132,000.00
5	Staff Engineer (as needed for special deputy inspection, geotechnical work, meetings)	150	Hour	160.00	24,000.00
Grand Total:					201,600.00



GeoTek, Inc.
1348 North Maple Street, Corona, California 92880
(951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

2019 Master Fee Schedule
GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
PREVAILING WAGE PROJECT

PERSONNEL RATES

Professional and Project Management

Staff Type	Unit Rate	Unit
Principal Engineer/Geologist - Ed LaMont/Steve Runyan	\$ 160.00	Hour
Geotechnical Engineer - Glenn Fraser	\$ 160.00	Hour
Project Manager - Larry Novasel	\$ 125.00	Hour
Staff Engineer/Geologist	\$ 115.00	Hour
Field Supervisor	\$ 105.00	Hour
Project Administration/Drafting	\$ 62.00	Hour

Inspectors and Technicians

Staff Type	Rate	Cost
Public Works Inspector	\$ 125.00	Hour
Soils Technician	\$ 88.00	Hour
Certified Welding Inspector (AWS Certification)	\$ 95.00	Hour
ICC Certified Inspector - RC/PSC/RM/SSWB/FP	\$ 88.00	Hour
ACI Technician	\$ 88.00	Hour
Proof Load Testing	\$ 125.00	Hour
Floor Flatness Technician	Quote Upon Request	
Ground Penetrating Radar		
One Man Crew	\$ 200.00	Hour
Two Man Crew	\$ 295.00	Hour
Non-Destructive Testing (ASNT)		
Level III Review	\$ 200.00	Hour
Magnetic Particle Testing Level II	\$ 125.00	Hour
Ultrasonic Testing Level II	\$ 125.00	Hour
Radiographic Inspection	Quote Upon Request	
Coring		
Coring Machine Operator with equipment	\$ 125.00	Hour
Helper (Add Per Hour)	\$ 95.00	Hour
Wood Fabrication Inspection	\$ 110.00	Hour
Nailing Inspection	\$ 88.00	Hour
Roofing Inspection	\$ 105.00	Hour
Laboratory Technician	\$ 88.00	Hour
Sample Pick-up Driver - If not done on a per trip basis	\$ 50.00	Hour

ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATIONS

Description	Unit Rate	Unit
Phase 1 and Phase 2 Reports	Quote Upon Request	
Geotechnical Investigation Report	Quote Upon Request	
Percolation or Infiltration Testing	Quote Upon Request	

LABORATORY TESTS

Soils and Asphalt

Description	Unit Rate	Unit
Asphalt Content by Ignition	\$ 305.00	Each
Burn-Off Method CT 382/ASTM D6307	\$ 300.00	Each
Bitumen Content (extraction), ASTM D2172	\$ 200.00	Each
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 150.00	Each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 305.00	Each
Maximum Theoretical Specific Gravity ASTM D2041	\$ 175.00	Each
Collapse/Swell ASTM D4546	\$ 95.00	Each
Compaction, Modified Proctor ASTM D1557	\$ 225.00	Each
Compaction, Modified Proctor ASTM D698	\$ 225.00	Each
Compressive Strength, Asphalt Plant Mix ASTM D1074	\$ 250.00	Each
Consolidation ASTM D2435, D4546	\$ 225.00	Each
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 180.00	Each
Direct Shear, Consolidated-Drained ASTM D3080	\$ 175.00	Each
Direct Shear, Residual ASTM D6467 Mod	\$ 175.00	Each
Expansion Index Test UBC 29-2/ASTM D4829	\$ 144.00	Each
Liquid Limit, Plastic Limit and P.I. ASTM D4318	\$ 130.00	Each
Particle Size Analysis of Soil #4 to Fines ASTM D422	\$ 120.00	Each
Particle Size Analysis of Soil 3" to Fines ASTM D422	\$ 144.00	Each

Soils and Asphalt Continued

Description	Unit Rate	Unit
Percent Finer than #200 Sieve ASTM D1140	\$ 65.00	Each
Permeability of Granular Soils ASTM D2434	\$ 185.00	Each
Permeability, Flexible Wall, Cohesive Soil ASTM D5084	\$ 436.00	Each
"R" Value ASTM D2844/CT 301	\$ 275.00	Each
Resistivity of Soil ASTM G57 and pH ASTM D4972	\$ 130.00	Each
Sand Equivalent ASTM D2419/CT 217	\$ 115.00	Each
Sieve Analysis of Extracted Aggregate ASTM D5444	\$ 75.00	Each
Sieve Analysis, 3" to #200 Gradation ASTM C117	\$ 140.00	Each
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$ 65.00	Each
Soil Classification, ASTM D 2487	\$ 280.00	Each
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$ 30.00	Each
Water Soluble Sulfate	\$ 50.00	Each

Concrete and Aggregate Tests

Description	Unit Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 75.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 75.00	Each
Trial Batches ASTM C192	\$ 800.00	Each
Durability Index Coarse & Fine Aggregate ASTM D3744	\$ 120.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$ 35.00	Each
Modulus of Elasticity of Concrete ASTM C469	\$ 200.00	Each
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202	\$ 75.00	Each
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136	\$ 140.00	Each
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$ 75.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ 75.00	Each
Splitting Tensile/Concrete Cylinder ASTM C496	\$ 50.00	Each
L.A. Rattler, ASTM C131 or C535/Cal 211	\$ 300.00	Each
Sulfate Soundness (per sieve), ASTM C88	\$ 140.00	Each
Unit Weight of Aggregates, ASTM C29	\$ 120.00	Each
Cleaness Value, CT 227	\$ 120.00	Each
Molsture Content of Aggregate ASTM C29	\$ 75.00	Each
Concrete Shrinkage, set of 3, ASTM C157, CT 53	\$ 370.00	Each
Compression 4x8 Cylinders ASTM C39	\$ 30.00	Each
Compression, 6x12 Cylinders, ASTM C39	\$ 30.00	Each
Compression, 3X6 Cylinders Lightweight ASTM C495	\$ 35.00	Each
Compression, 2X2 Cubes, each age, ASTM C109	\$ 35.00	Each
Concrete Core Compression ASTM C42	\$ 72.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$ 75.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$ 45.00	Each
Unit Weight of Lightweight ASTM C495	\$ 55.00	Each
Flexural Strength of Concrete, ASTM C78 or C495	\$ 75.00	Each
Shotcrete Panel Core Compression Test, ASTM C42	\$ 110.00	Each
Emission of Molsture through Concrete	\$ 100.00	per test

Masonry Tests

Description	Unit Rate	Unit
Brick Absorption ASTM C67	\$ 45.00	Each
Brick Compression ASTM C67	\$ 75.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$ 75.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$ 110.00	Each
Masonry Unit Compression Net Area ASTM C140	\$ 85.00	Each
Absorption & Molsture of Block ASTM C140	\$ 25.00	Each
Compression, Grout Prisms, ASTM C39	\$ 30.00	Each
Compression, Mortar Cylinders, ASTM C39	\$ 30.00	Each
Compression, Composite Prisms, ASTM E447	\$ 150.00	Each
Compression, Masonry Core, ASTM C140	\$ 75.00	Each
Shear, Masonry Core, CCR Title 24	\$ 100.00	Each
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$ 25.00	Each
Masonry Composite Prism Compression ASTM C1314	\$ 160.00	Each
Grout Prism - Compression Test ASTM C1019	\$ 35.00	Each



GeoTek, Inc.
 1548 North Maple Street, Corona, California 92880
 (951) 710-1160 Office (951) 710-1167 Fax www.geotekusa.com

2018 Master Fee Schedule
GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES
 PREVAILING WAGE PROJECT

Reinforcing Steel Tests		
Description	Unit Rate	Unit
Bend Test of Rebar #11 ASTM A370	\$ 100.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 170.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 85.00	Each
Tensile #11 Rebar ASTM A370	\$ 100.00	Each
Tensile #14 Rebar ASTM A370	\$ 200.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 85.00	Each

Reinforcing Steel Tests		
Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation (add \$ 25.00 per test; for Modulus of Elasticity)	\$ 300.00	Each

Structural Steel Tests		
Description	Unit Rate	Unit
High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick	\$ 225.00	Each
Tensile Strength, ASTM A370 (test only)	\$ 150.00	Each
Anchor Bolts, A 505	\$ 210.00	Each
Tensile Strength	\$ 200.00	Each
Bolts Proof Load or Ultimate	\$ 125.00	Each
Hardness (Rockwell)	\$ 50.00	Each

Fireproofing Tests		
Description	Unit Rate	Unit
Fireproofing Adhesion / Cohesion Test Kit ASTM E736	\$ 75.00	Each
Fireproofing Density Test ASTM E605	\$ 60.00	Each

Miscellaneous		
Description	Unit Rate	Unit
Concrete Mix Design Review	\$ 160.00	Each
Weld Procedure Review	\$ 150.00	Each
QA/QC Plan Written Procedures	Quote Upon Request	
Sample Pick-Up	\$ 50.00	Hour
Administrative/Clerical Services	\$ 62.00	Hour

BASIS OF CHARGES		
Description	Unit Rate	Unit
Work from 0-4 hours		4-Hour Minimum Billing
Work from 4-8 hours		8-Hour Minimum Billing
Project Management as Project Engineer/Geologist		1-Hour Minimum weekly
Work over 8 hours per day, or on Saturdays		Time and One-Half
Work over 12 hours per day		Double Time
Work on Sundays/Holidays		Double Time
Show-Up Time		2-Hour Minimum Billing
Laboratory Testing - Rush Fee		Add 50% to Testing Cost
Outside Services/Reimbursables		Cost + 15%
Shipping Charges		Cost + 15%
Parking/Tolls		At Cost
Certified Payroll Compliance		\$150 per month
Deputy Inspectors		
Travel Time (Beyond 100-Mile Radius of Project Site)	\$ 75.00	Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)		Quote Upon Request

Escalation in Prevailing Wage hourly rates will be calculated using the percentage of increase issued by the State of California Director of Industrial Relations.



City Council Agenda Report

ITEM NO. 24

DATE: April 17, 2019

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

PREPARED BY: Daniel Ojeda, P.E., Interim Public Works Director *[Signature]*
Francois Brard, Facilities Supervisor *[Signature]*

SUBJECT: **Award of Construction Contract to New Art Construction, Inc. in the Amount of \$87,800, for the Mission-Meridian Garage Emergency Power Generator Replacement Project**

Recommendation Action

It is recommended that the City Council: 1. Award the construction contract to New Art Construction, Inc. in the amount of \$87,800 for Mission Meridian Village; and 2. Authorize a construction contingency (10%) in the amount of \$8,700 for a total amount of \$96,580.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

On October 15, 2015, the City received a notice of violation from SCAQMD, stating that the emergency power generator in use at the Mission-Meridian Garage has been in operation without obtaining a valid permit. The City consequently worked with SCAQMD and submitted a permit application, attempting to retroactively permit the existing power generator. On September 6, 2017, SCAQMD denied the City's application, stating that emissions from the existing power generator exceed SCAQMD Rule 1303(a) requirements (e.g. NOx, CO, PM).

In order to be in compliance, the City must replace the existing generator with a new generator that meets SCAQMD's Best Available Control Technology (BACT) specifications; obtain a valid permit prior to installation.

Discussion/Analysis

The scopes of work for the Mission-Meridian Garage Emergency Power Generator Replacement Project generally include removal/disposal of the existing generator, and furnish/install a new power generator that is in compliance with South Coast Air Quality Management District (SCAQMD) requirements. The contractor will also be responsible for the following: (1) Assist the City in applying for SCAQMD permit, (2) Re-design the existing generator foundation and anchor details to accommodate the new generator, and (3) Modify existing insulation, exhaust, and electrical system as necessary for the new generator. Upon completion, the new power

generator will supply emergency power for the Mission-Meridian Parking, and be in full compliance with SCAQMD requirements.

South Pasadena Municipal Code (SPMC) Section 2.99-35(b) states "... public projects of \$175,000 or less may be let to contract by informal procedures as set forth in SPMC 2.99-37." On February 25, 2019, the City issued Notice of Inviting Informal Bids (NIIB) pursuant to procedures set forth in SPMC 2.99-37. The NIIB was placed on the City's web site, as well as mailed to four construction trade journals in accordance with Public Contract Code Section 22036 requirements. On March 6, 2019, the City conducted a mandatory pre-bid site visit, and 4 potential bidders attended.

On March 18, 2019, the City received and opened three sealed bids, with the results as follows:

Rate	Contractor	Location	Base Bid
2	Baker Electric,	Escondido, CA	\$88,091.00
3	Duthie Power Services	Long Beach, CA	\$89,928.53
1	New Art Construction, Inc.	Tujunga, CA	\$87,800.00

The apparent low bidder was New Art Construction, Inc. ("New Art") of Tujunga, California, with the bid amount of \$87,800.00; whereas the Engineer's estimate was \$85,000.

Nonetheless, the bid form submitted has a hand-written footnote stating "\$2,000 extra to haul away old generator." The bid specifications stipulate that the contractor will "remove, disconnect, and dispose the existing power generator." Since the bid price entered in the City's bid form is binding and that no exceptions to the specifications are permitted, the City notified New Art that the footnote on its bid form is therefore nullified. New Art confirmed its binding bid price of \$87,800.00 without exceptions; and subsequently submitted written clarification, stating "I like to clarify the note we have on the bid form. The \$2,000.00 for haul away of existing generator to be determined by the City, it's including in the bid price of \$87,800.00."

New Art has satisfactorily completed projects for the City of Glendora, W.M.S. Hart Union High School District, and Los Angeles Community College District. The City has checked the contractor's references, and verified its C-10 (electrical) license to be in good standing. If approved by City Council, the City will immediately work with the contractor to submit the SCAQMD permit application, and order the new power generator. Physical construction is anticipated to commence in August, and complete before December 2019.

In addition to the parking garage, this generator currently provides emergency electricity to various common areas, including: retail shops and residences in the Mission Meridian Village. The City has notified the Mission Meridian Village Property Owners Association (POA) of the

required generator replacement, and is currently in negotiations with the POA to determine their fair-share financial responsibility.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The adopted FY18-19 Budget includes sufficient funding in Prop “A,” Transit Planning Account No. 205-8024-8520 for this Project.

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*.

Attachment: Construction Contract Agreement

**CONTRACT AGREEMENT FOR THE
MISSION-MERIDIAN GARAGE GENERATOR REPLACEMENT**

(City of South Pasadena / *New Art Construction, Inc.*)

1. IDENTIFICATION

This CONTRACT AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and New Art Construction, Inc., a construction contractor (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a contractor: Remove and replace the electric generator as described in Informal Bid. No. 201902-01. Contractor to provide all materials, drawings, and labor in order to properly complete the replacement of the generator, per Air Quality Management District (A.Q.M.D.) requirements and as found herein as **“Exhibit A.”**
- 2.2. Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement. Contractor must complete all related documents satisfy all A.Q.M.D requirements.
- 2.3. Contractor represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Contractor from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Work”: Such services as are set forth in the Invitation for Informal Bid No. 201902-01, and as attached hereto as Exhibit “A.”
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Francois Brard Public Works Facilities Supervisor. 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. "Approved Fee Schedule": Contractor's compensation rates are set forth in the fee schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Eighty Seven Thousand, and Eight Hundred Dollars (\$87,800.00).
- 3.5. "Commencement Date": April 18th, 2019
- 3.6. "Termination Date": September 18th, 2019

4. TERM

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

5. CONTRACTOR'S DUTIES

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

- 5.5. **Professional Standards.** Contractor shall perform all work to the standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Contractor's performance of such work.
- 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, and all personnel engaged in the work shall be qualified to perform such services. Francois Brard 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. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. If City and Contractor cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** 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

- 6.1. **General Prohibition.** This Agreement covers professional 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. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Contractor for work performed by its subcontractors, if any, only at Contractor's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. 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 in accordance with the Fee Schedule 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. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to 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.
- 7.5. **Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Contractor shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Contractor fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

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 11 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 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

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

12.5. **Worker's Compensation Insurance.** 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. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, it’s City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the 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.
- 12.10. **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.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. 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: Francois Brard, Public Works, and South Pasadena, CA 91030.

- 12.12. **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.
- 12.13. **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.
- 12.14. **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.
- 12.15. **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.

- 12.16. **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 Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Daniel Ojeda
City of South Pasadena
Public Works Director
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7242
Facsimile: (626) 403-7241

If to Contractor

New Art Construction, Inc.
Sarkis Babajany
10540 Tinker Avenue
Tujunga, CA 91042
Telephone: (818)606-8367
Facsimile: (818)245-9313

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to 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 here from shall be effective and binding only if made in writing and executed on by City and Contractor.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

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

By: _____
Signature

By: S. Babajany
Signature

Printed: _____

Printed: Sarkis Babajany

Title: _____

Title: President

Date: _____

Date: 4, 1, 2019

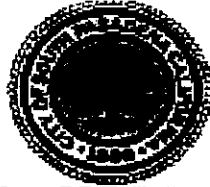
Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit "A"
Scope of Services

February 25, 2019



INVITATION FOR INFORMAL BID

INFORMAL BID NO. 201902-01

**MISSION-MERIDIAN GARAGE POWER GENERATOR
REPLACEMENT**

INFORMAL BID DUE DATE:

All bid proposals shall be enclosed in a sealed envelope and clearly marked
"Informal Bid No. 201902-01:
Mission-Meridian Garage Power Generator Replacement;"

Addressed and Delivered to:

No later than: 11:00 a.m., Monday, March 18, 2019

City of South Pasadena
Public Works Department
Attn: Daniel Ojeda, P.E., Interim Director of Public Works
C/o: Francois Brard, Facilities Supervisor
1414 Mission Street
South Pasadena, California 91030

MANDATORY PRE-BID SITE VISIT IS SCHEDULED FOR:

10:00 a.m., Wednesday, March 6, 2019

Mission-Meridian Parking Garage
(subterranean parking Level 1)
807 Meridian Avenue
South Pasadena, California 91030

Please email FBrard@SouthPasadena.ca.gov once you have downloaded this bid package to be included on the mailing list for any Addenda. The email shall contain your company name, contact name and title, mailing address (no P.O. boxes), phone number, and email address.

Exhibit "A"
Scope of Services

Informal Bid No. 20190201
February 25, 2019
Page 2 of 4

INVITATION FOR INFORMAL BID (IFB)

This IFB document can be downloaded from the City of South Pasadena's website at <https://www.southpasadenaca.gov/government/city-clerk/request-for-proposals>. All holders of this IFB document must email FBrard@SouthPasadenaca.gov, to be included on the mailing list for any Addenda. The email shall contain your company name, contact name and title, mailing address (no P.O. boxes), phone number, and email address. Questions regarding the IFB may be addressed to Mr. Francois Brard at FBrard@SouthPasadenaca.gov or by calling 626-403-7379.

All bids must be submitted in the Bid Form as provided herein (unless otherwise amended by the City issued Addendum) in a sealed envelope clearly marked "Informal Bid No. 201902-01; Mission-Meridian Garage Power Generator Replacement" on the outside. The sealed envelope must be addressed and delivered to the City of South Pasadena, Public Works Department, at the time and address as stated herein.

The City of South Pasadena reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after the opening date.

WORK DESCRIPTION

The City of South Pasadena currently operates and maintains the Mission-Meridian Village Parking Garage ("Garage"), which is located at 807 Meridian Avenue, South Pasadena, California 91030. The garage has an indoor emergency power generator located in the utility room (in the subterranean level 1 of the structure), which requires replacement. A picture of the existing power generator in the utility room is included herewith as Exhibit "A". The scope of work for the power generator replacement is provided below. The Engineer's estimate for this work is approximately \$85,000.

Scope of Work

The successful contractor ("Contractor") shall remove the existing generator system, and install a new power generator that is in compliance with South Coast Air Quality Management District (SCAQMD) requirements, with no exceptions. The scope of work shall include, at a minimum, the work elements below.

- Ensure that all work complies with OSHA and hazardous materials requirements.
- Remove, disconnect, and dispose the existing power generator (including all incidental components), as directed by City and in accordance with all regulatory and legal requirements. The existing generator is Model No. DGDB-5674140 made by Cummins Power Generation, rated for 60 Hertz.
- Provide new engineered anchor details (inclusive of any new foundation requirements) for the new generator for City review and approval, prior to installation.
- Provide design/shop drawings of the new generator for City review and approval prior to installation.
- Furnish and install new remote annunciator system to exterior of generator room.

Exhibit "A"
Scope of Services

Informal Bid No. 20190201
February 25, 2019
Page 3 of 4

- Furnish and install one UL2200 listed Kohler model 100REOZIF diesel powered generator set, rated for standby duty at 100KW, 0.8 PF, 125 KVA, 277/480 volt, 3 phase, 4 wire, 60 Hertz, 1800 RPM, indoor application with 215 gallon sabbase diesel fuel tank rated for 24 hours at full load; or approved equal. Contractor shall provide evidence that the new generator is in compliance with SCAQMD requirements; no exceptions will be provided therefort.
- Furnish and install a new automatic transfer switch and connect the new power generator to the existing electrical panel (on the floor above), inclusive of labor and materials necessary for rewiring.
- Connect the new power generator to the existing exhaust system, including furnish and install new exhaust system and new muffler/DPF, if required.
- Furnish and install exhaust system insulation as required.
- Furnish and install new fuel tank venting system in accordance with NFPA standards.
- Perform a start-up test to ensure generator perform in accordance with specifications.
- Provide as-built ("record") drawings and operations manual.

Permits and Training.

Contractor shall assist City in SCAQMD permit application for "construct/operate" the generator, with the City responsible for the SCAQMD permit fee.

Contractor shall Obtain a City business license, as well as a permit from the City Building Department prior to commencement of work, at its own expense. Contractor shall also provide 2 training sessions on how to operate and use the new generator, upon completion; each session shall be no less than 2 hours in duration.

Warranty

Contractor shall provide a one-year labor and material warrantee; all repair costs during this period shall be at the expense of Contractor. No compensation will be provided therefort.

INSURANCE REQUIREMENTS

Successful bidders shall obtain, maintain, and keep in full force and effect, at its own expense, throughout the duration of the work, the insurances described below with companies acceptable to the City. Additional insurance requirement information may be found in the sample Contract Agreement provided herewith.

Professional Liability Insurance	\$2,000,000/\$4,000,000
General Liability:	
a. General Aggregate	\$4,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$2,000,000
e. Fire Damage (any one fire)	\$ 100,000
f. Medical Expense (any one person)	\$ 10,000

Exhibit "A"
Scope of Services

EXHIBIT "A"
EXISTING POWER GENERATOR



Exhibit "B"
Approved Fee Schedule

	EXHIBIT "B" – BID FORM
	INFORMAL BID NO. 201902-01 FOR MISSION-MERIDIAN GARAGE POWER GENERATOR REPLACEMENT

BIDDER:

Company Name: NEW ART CONSTRUCTION INC
Address: 10540 Tinker Ave Tujunga Ca 91042
Phone: 818-606-8367 Fax: 818-245-9313
License No.: 860512 Class: B Exp. Date: 11, 30, 2020
Tax I.D. No.: 46-5740695
Contact person (name, title, email, phone): Sarkis Babajany (President)
Email: artconstruction64@yahoo.com Tel: 818-606-8367

The work for which this BID is submitted is for construction in accordance with the Invitation for Informal Bid document. The project will be awarded to the lowest responsible bidder who meets all of the Informal Bid Requirements.

The Bidder shall set forth for each item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, illegible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.


Failure to provide the required information, or if information provided is subsequently proved false, the Bid shall be considered as non-responsive and shall be grounds for rejection of the bid.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal/Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; careful examination of the location of the proposed work, and the proposed/sample Contract Agreement; and the undersigned proposes and agrees, if this Bid is accepted, and that they will contract with the City in the form of the copy of the Agreement attached, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Agreement, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and they will take in full payment therefore in the amounts shown on the following Item Price Schedule, to wit:

S.B

Bid Form - Page 1

Exhibit B
Approved Fee Schedule

	EXHIBIT "B" -- BID FORM
	INFORMAL BID NO. 201902-01
	FOR MISSION-MERIDIAN GARAGE POWER GENERATOR REPLACEMENT

ITEM PRICE SCHEDULE

ITEM	TOTAL CONTRACT	BID PRICE (In Figures)
1	LUMP SUM Furnish all material, equipment, and labor to perform work as specified in the invitation for Informal Bid document (Informal Bid No. 201902-01) for Mission-Meridian Garage Power Generator Replacement.	87,800. ⁰⁰

BID PRICE IN WORDS: Eighty Seven Thousand and Eight
 Price shall be good for 60 days from opening of bids. hundred Dollars.

Signature: S. R. Babajany Date: 03-18-2019
 Name (Print): Sarkis Babajany Title: President

\$2000.⁰⁰ Extra to haul away old Generator

Exhibit "B"
Approved Fee Schedule



New Art Construction

COMMERCIAL • INDUSTRIAL

Tel: (818) 606-8367

Fax: (818) 245-9313

E-mail: artconstruction64@yahoo.com

www.newartconstruction.com

10540 Tinker, Tujunga, CA 91042

Lic. # 860518

Class: B & C-10

To: Francois Brard

I like to clarify the note that we have on the bid form. The \$2000.00 for haul away of existing generator to be determined by the city, it's including in the bid price of \$87,800.00.

Best Regards,

Sarkis Babajany

A handwritten signature in black ink, appearing to read 'S. Babajany'.

3, 18, 19


This page intentionally left blank.





City Council Agenda Report

ITEM NO. 25

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Daniel Ojeda, P.E., Interim Public Works Director 
Francois Brard, Facilities Supervisor 

SUBJECT: Award of Services Agreement to Base Hill, Inc. in the amount of \$459,254.11 for Citywide Janitorial Services

Recommendation Action

It is recommended that the City Council authorize the City Manager to sign a services agreement with Base Hill, Inc. (Jan Point), in the amount of \$459,254.11, for citywide janitorial services for the next three Fiscal Years (FY19-20, FY20-21, and FY21-22).

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

On January 9, 2019, the City of South Pasadena issued Request for Proposals (RFP) for citywide janitorial services, which generally include furnishing all required supplies, materials, equipment, and labor for cleaning the City's 13 public facilities (buildings and parks), for a period of three fiscal years. The City may terminate the contract at any time during the three-year period; or extend the contract for up to two additional years, subject to approval of the City Council. Due to anticipated increases in minimum wage in the next few years, proposers were asked to submit proposed service fees for each of the three fiscal years.

The RFP was posted on the City's website, as well as directly mailed to seven companies on the City's contractor list. On January 23, 2019, the City conducted a mandatory pre-proposal meeting with all interested proposers, which included site visits to the City's 13 public facilities. On February 20, 2019, the City received nine proposals from the following companies:

Rank	Company	Base Bid
1	Base Hill, Inc. (Dba Jan Point)	\$459,254.10
3	Golden touch Cleaning	\$561,624.00
2	Century Building Services	\$586,392.00
4	Ultimate Maintenance Services, Inc.	\$725,940.00
7	Atlas Janitorial Service	\$843,613.80
6	DMS Facility Services	\$895,607.28
5	American Building Janitorial	\$973,116.00
8	Haynes Building Services, Inc.	\$1,097,434.44
9	Rad Butler's Maintenance	\$3,199,996.32

A panel consisting of three City staff members reviewed the proposals, and found Base Hill, Inc. to be the most qualified. Base Hill is located in the City of Santa Fe Springs, and its proposed fees for the three fiscal years are summarized below.

FY19-20	\$149,328.48 (or \$12,444.04/month)
FY20-21	\$153,049.69 (or \$12,754.14/month)
<u>FY21-22</u>	<u>\$156,878.93 (or \$13,072.99/month)</u>
Total:	\$459,254.10

Base Hill's total proposed fee of \$459,254.10 is the lowest of the nine proposals. The next lowest proposed fee is from Golden Touch Cleaning in the amount of \$561,624.00 (see the attached summary for other companies' fees). Base Hill, Inc. is presently providing janitorial services to the City of Rosemead for similar fees; and based on Rosemead staff, Base Hill's performance has been satisfactory.

Next Steps

1. Staff will timely inform the current contractor (Haynes Building Service) of the City's decision to terminate its month-to-month janitorial services arrangement.
2. The City will immediately retain Base Hill, Inc. for month-to-month service until 6/30/2019, at a cost of \$12,444.04/month, resulting in a monthly savings of approximately \$6,900.
3. Effective 7/1/2019, Base Hill, Inc. will be placed on an annual fee-based contract, which will result in an estimated savings of \$83,819 per year.

Background

On June 1, 2011, the City of South Pasadena entered into an agreement with Haynes Building Services, LLC ("Haynes") for janitorial services. The Agreement allowed for two additional one-year term extensions, effectively ending on May 31, 2014. The City has since continued Haynes' services on a month-to-month basis, at \$15,890.26 per month (or \$190,683.12/year). Under this Agreement, Haynes provides only labor; whereas the City furnishes all cleaning supplies and material at a cost of \$42,465.26 for the most recent fiscal year. Together, the annual cost to the City is \$233,148.36 for janitorial services.

In April 2016, California passed the minimum wage law which took effect in January 1, 2017. For companies with 26 or more employees, the minimum hourly rate would increase from \$10.00 in 2016 to \$15.00 in 2022 (or a 50% increase over 6 years). This year (2019), the minimum wage is \$12.00/hour, and it will increase to \$15.00/hour by 2022 (or \$1.00/year in each of the next three years). Over the past 12 months, Haynes has sought compensation increases from the City, understandably to adjust for its past and anticipated cost increases. In light of Haynes' repeated requests, the City proceeded with preparing/issuing RFP for janitorial services, in order to best serve the City's interests.

Legal Review

The City Attorney has been asked to review this item.

Fiscal Impact

The adopted FY18-19 Budget includes sufficient funding in Account No. 101-6010-6601-8180 for janitorial services. For the coming fiscal years, funding will be included for consideration by the City Council as part of the annual budget process. For FY19-20, the new contract with Base Hill, Inc. is expected to save the City an estimated \$83,819, compared to FY18-19.

Environmental Analysis

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

ATTACHMENT 1
Summary of Proposed Fees

Summary of Proposed Fees

Proposers/Companies	FY19-20	FY20-21	FY21-22	Total
Base Hill, Inc. (Dba Jan Point)	\$ 149,328.48	\$ 153,049.69	\$ 156,875.93	\$ 459,254.10
Golden Touch Cleaning	\$ 169,728.00	\$ 186,432.00	\$ 205,464.00	\$ 561,624.00
Century Building Maintenance	\$ 192,528.00	\$ 193,776.00	\$ 200,088.00	\$ 586,392.00
Ultimate Maintenance Services, Inc.	\$ 230,700.00	\$ 242,340.00	\$ 252,900.00	\$ 725,940.00
Atlas Janitorial Service	\$ 272,175.84	\$ 280,818.00	\$ 290,619.96	\$ 843,613.80
DMS Facility Services	\$ 287,439.12	\$ 298,530.24	\$ 309,637.92	\$ 895,607.28
American Building Janitorial	\$ 297,972.00	\$ 324,372.00	\$ 350,772.00	\$ 973,116.00
Haynes Building Service	\$ 336,954.60	\$ 365,768.40	\$ 394,711.44	\$ 1,097,434.44
Rad Butler's Maintenance	\$ 1,006,329.60	\$ 1,064,695.20	\$ 1,128,971.52	\$ 3,199,996.32

ATTACHMENT 2
Agreement

PROFESSIONAL SERVICES AGREEMENT FOR CONTRACTOR SERVICES

(City of South Pasadena / Base Hill, Inc. dba Jan Point)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Base Hill, Inc. dba Jan Point, a Janitorial (“Contractor”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Contractor’s **February 19, 2019** proposal to City attached hereto as Exhibit “A” Request for Proposal # 201901 and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Francois Brard Public Works Facilities Supervisor. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Contractor’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is One Hundred and Fifty Six Thousand, Eight Hundred and Seventy Five Dollars and Ninety Three Cents. Dollars (\$156,875.93).
- 3.5. “Commencement Date”: May 1st, 2019
- 3.6. “Termination Date”: June 30TH, 2022

4. TERM

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

5. CONTRACTOR’S DUTIES

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

- 5.5. **Professional Standards.** Contractor shall perform all work to the standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Contractor's performance of such work.
- 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, and all personnel engaged in the work shall be qualified to perform such services. Francois Brard 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. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. If City and Contractor cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** 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

- 6.1. **General Prohibition.** This Agreement covers professional 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. **Consultant Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Contractor for work performed by its subcontractors, if any, only at Contractor's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. 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 in accordance with the Fee Schedule 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. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to 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.
- 7.5. **Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Contractor shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Contractor until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Contractor fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

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 11 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 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

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

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

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

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

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

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

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

12.5. **Worker's Compensation Insurance.** 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. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, it’s City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the 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 Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the 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.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies

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: Francois Brard, Public Works, and South Pasadena, CA 91030.

- 12.12. **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.
- 12.13. **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.
- 12.14. **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.
- 12.15. **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.

- 12.16. **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.

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

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

If to Contractor

Sunny Kim
Base Hill, Inc. DBA Jan Point
11823 E. Slauson Ave., Suite 3,
Santa Fe Springs, CA 90670
Telephone: 213-425-3070
Facsimile: 213-425-3071

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

- 16.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to 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 here from 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

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment

actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

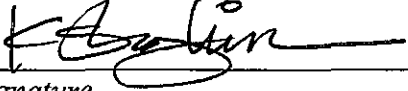
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision,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

By: _____
Signature

By:  _____
Signature

Printed: _____

Printed: Sunny Kim

Title: _____

Title: President

Date: _____

Date: March 26, 2019

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A
Scope of Services

III. SCOPE OF SERVICES

The City intends to obtain the services of a qualified contractor to provide the services as described below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

The scope of services described herein are considered as minimum quality, quantity, and scope of activity; and are not intended to be restrictive to any contractor. The term "cleans"; shall mean "free from soil/dirt." At a minimum, all equipment and building surfaces shall be cleaned in all areas, whether specifically mentioned or not. The term "all areas" shall mean all surface of the area.

A. Contractor's Office and Space

The Contractor shall maintain an office with a competent company representative that can be reached during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. The City shall assign a space to the Contractor for purposes of material and small equipment storage. The Contractor shall have control of the keys to the space and shall maintain cleanliness and security of the space.

B. Janitorial Cleaning tasks and Schedule

The Contractor shall provide janitorial services for the public facilities as depicted in Attachment "A". The specific cleaning tasks and frequencies (e.g. both weekly, quarterly, semi-annually, or annually) are provided in Attachment "E". Additionally, the Contractor shall provide one cleaning personnel, serving as a "day porter", working 8 hours per day and 3 days (Monday, Wednesday, and Friday) per week, except Holidays. The day porter shall provide cleaning services as directed by City staff. For the purpose of this RFP, the Holidays are listed below.

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, Substitute for Admission's Day
11. December 25th, Christmas Day

C. Materials and Equipment

The purchase, storage, receipt, and stocking of washroom supplies(e.g. paper towels, toilet tissues, sanitary napkins, plastic garbage can liners, soaps, etc.) and cleaning supplies shall be the responsibility of the Contractor. All cleaning products used shall comply with environmentally friendly products requirements as described in Attachment "F".

Cleaning material shall be of high quality and used in quantities to produce a satisfactory cleaning result. Cleaning materials shall be subject to approval by the City's representative prior to their purchase by the Contractor. City shall have the option to require Contractor to furnish a certified chemical analysis of any such cleaning materials. In no event, however, shall materials be of a type, or used in quantities, or by methods, that will damage the property or equipment, or that will cause any increase of premium for the insurance of the building or premises, or any part, above the lease hazardous rate.

The Contractor shall furnish, repair and maintain all equipment required to complete the work. All equipment shall be maintained in a satisfactory operating condition and shall be replaced by the Contractor as required to prevent damage to the property.

D. Safety and Security

Contractor, at his/her expense, shall take every precaution for the safety of his employees and the property in the progress of work. At the minimum, each employee of the contractor shall wear uniforms and/or badges/identification cards that clearly indicate the company's name.

All keys for janitorial personnel, including the supervisor's key, will be kept in a locked key box at another place designated by the City. The supervisor will check keys out from this box and will return all keys to the box at the end of the night. In the event keys are lost by any contract employee or held by a dismissed employee, the Contractor shall be responsible for all costs associated with re-keying each door affected by the loss key(s). Access badge(s) will also be issued as necessary for accessing specific buildings. In the event of loss access badge(s), the contractor shall be charged \$15 for each badge requiring replacement.

The Contractor's personnel shall leave the premises with all doors locked. The Contractor shall be responsible to inform all of its personnel that the public facilities are equipped with surveillance cameras, and recorded videos will be used as needed for enforcement purposes.

Upon award of a contract with the City, the selected contractor shall provide to the City a list of all personnel that will be assigned to janitorial duties at the City facilities indicated in this Request for Proposal. This list of assigned personnel may be subject to a background check by the City Police Department.

E. Waste Removal

All waste paper shall be removed from the building each night in such a manner as to allow the trash compactor to pick it up.

City shall have the right to stop Contractor's personnel to check all waste removal to provide a deterrent to theft.

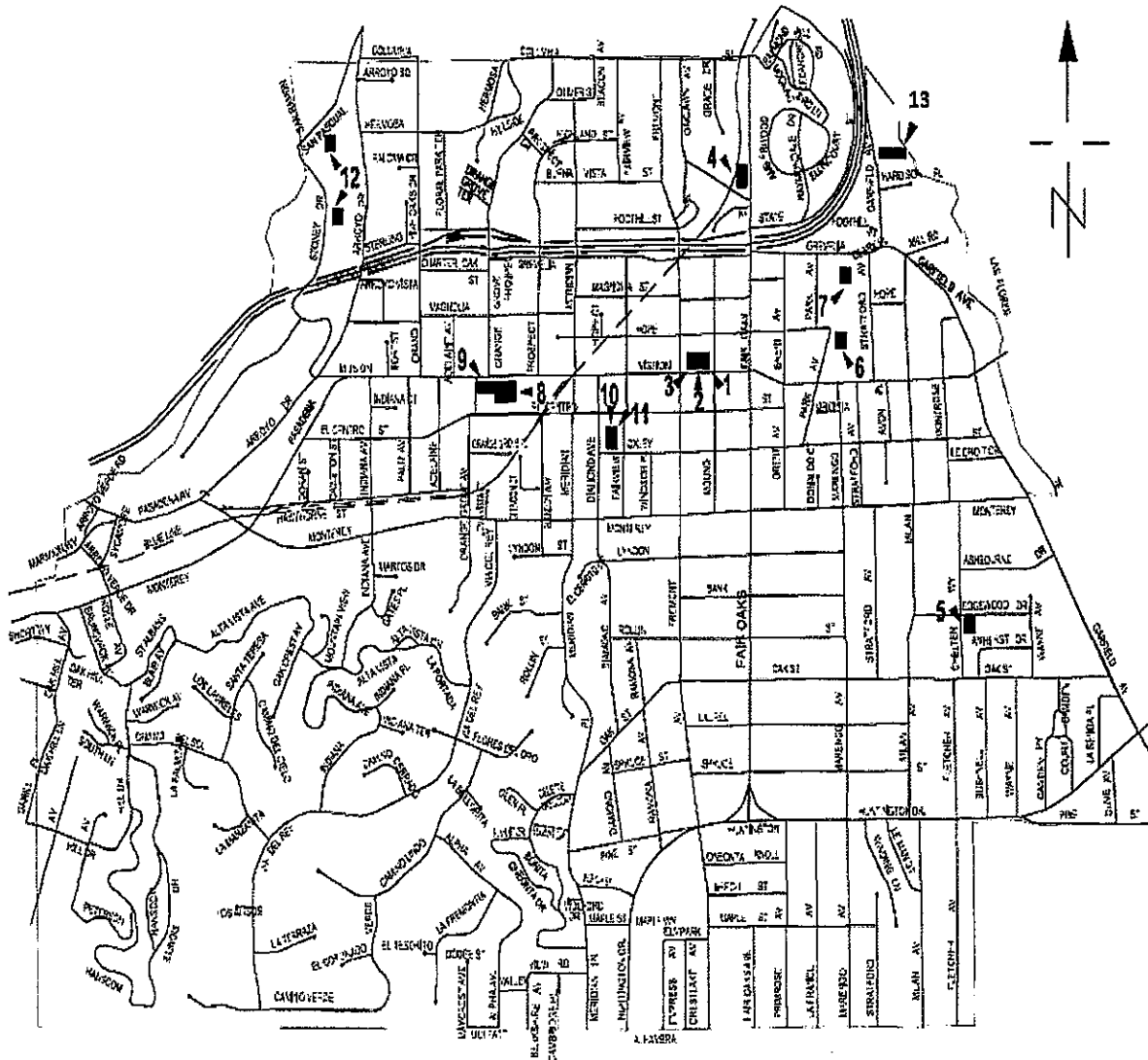
Contractor shall be responsible for separating waste material, food waste, and recyclables and to ensure they are not co-mingled.

F. Contractor's Responsibilities

1. The Contractor shall clean all facilities in accordance with Attachment "E". Contractor shall possess all licenses, permits, and insurance required to perform the work of this contract.
2. The Contractor shall be available for periodic meetings during non-business hours once a week with the City's representative(s) to inspect the buildings and discuss the quality of work performed.
3. The Contractor shall not withhold any cleaning complaints from the building's occupants or tenants to the City. Contractor shall timely communicate all matters pertaining to the work directly to the City's representatives. Contractor guarantees that prompt action within twelve (12) hours will be taken to resolve any complaints, which the City may have regarding the Contractor's performance to the specifications.
4. The Contractor shall provide a logbook for the Facilities Maintenance Office. Said logbook shall be utilized to register all requests and complaints from the maintenance office and to provide a written response regarding the disposition of the requests and complaints by the Contractor.
5. As deemed necessary and requested by the City, Contractor shall submit cleaning activity log forms similar to those presented in Attachment "E."
6. Requests for extra services to be performed by Contractor will be authorized by the use of a Purchase Order or an amendment to this Contract. Any extra work or on-call services performed without prior authorization/approval will not be compensated.
7. The Contractor is responsible for the direct supervision of its personnel through its assigned supervisor. All Contractor's employees shall be physically qualified to perform assignments, neat and clean in appearance, and subject to a security check by City's representatives.
8. The Contractor agrees that absenteeism of its employees shall not be an excuse for work not performed. In the event an employee of the Contractor is sick or absent, the Contractor shall supply an adequate replacement.
9. The Contractor's personnel shall abide by all safety and security regulations for the building as set forth by the City, including individual tenant's safety and security procedures. Contractor's personnel shall turn off all lights as they proceed from one cleaning area to the next and also ensure doors to tenant suites are locked. Contractor shall fully cooperate with the City in ensuring the building is secure. City will be allowed to check all trash removal from the building to prevent pilfering and theft.
10. The Contractor shall send a representative to the Facilities Maintenance Office during normal business hours (8:00 a.m. – 5:00 p.m.) to handle any problems that may arise from the performance of the previous evening's work.

11. The use of chemicals and cleaning products shall conform to the current local, state and federal mandates, as well as other requirements specified herein.
12. Contractor shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time Contractor's representatives are not immediately available at the job site. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to property.
13. All janitorial personnel shall, at a minimum, follow the general procedures below:
 - Report all damage, breakage, and/or apparent plumbing or electrical problems to City's representatives immediately.
 - Become familiar with the building emergency telephone list.
 - Report any evidence of security breaches to the City's representatives immediately.
 - Maintain all janitor's closets, slop sinks and storerooms in a safe and clean condition at all times. All janitors' storage rooms provided by building for use by Contractor personnel will be kept in a neat, clean and orderly condition. Before leaving the premises each night, all of the service areas will be dust mopped and spot cleaned, where necessary, and dusted. Concrete floors will be initially sealed, dust mopped nightly and wet mopped monthly. All doors and walls will be spot cleaned nightly.
 - Lock all entrance doors during the entire cleaning operations. Only the cleaner assigned to clean each tenant suite and the supervisory staff are admitted to the respective tenant areas.
 - Close all perimeter office doors after cleaning to prevent excessive heat gain or heat loss in the interior spaces.
 - Secure all lighting as soon as possible each night.
 - Not disturb papers on desks, file cabinets, or tables, and shall not open drawers or file cabinets, use any radios, typewriters, copy machines, or any other office equipment.
 - Not dust or touch any computer or word processor equipment.
 - Not use or unplug any City electronic devices or appliances.
 - Report any maintenance problem requiring repair to the City.

Public Facilities Map Locations & Addresses



LEGEND

- | | |
|---|---|
| 1. City Council Chambers, 1424 Mission St. | 8. Service Facility (City Yard) 825 Mission St. |
| 2. Police Department 1422 Mission St. | 9. Recreation Center 815 Mission St. |
| 3. City Hall 1414 Mission St. | 10. Public Library 1100 Oxley St. |
| 4. War Memorial Building 435 Fair Oaks Ave. | 11. Senior Citizen's Center 1102 Oxley St. |
| 5. Eddie Park Clubhouse 2017 Edgewood Dr. | 12. Arroyo Park Restrooms 600 Stoney Dr. |
| 6. Garfield Park Restrooms, Park Avenue & Hope St. | A) Stoney Dr. In Arroyo Park |
| 7. Garfield Park Youth House 625 1/2 Stratford Ave. | B) Stoney Dr. & San Pascual |
| | 13. Garfield Water Facility 416 Garfield Ave. |

Public Facilities Cleaning Schedule Requirements

The cleaning tasks and schedule requirements for each of the public facilities are provided herein.

1. City Council Chambers
2. Police Department
3. South Pasadena City Hall
4. War Memorial Building
5. Eddie Park Clubhouse
6. Garfield Park Restrooms
7. Garfield Park Youth House
8. Service Facility (City Yard
9. The Recreation Center
10. Public Library
11. Senior Citizen's Center
12. Arroyo Park Restrooms
13. Garfield Water Facility

City of South Pasadena

**I. SOUTH PASADENA COUNCIL CHAMBERS
1424 MISSION STREET**

FREQUENCY: 2 DAYS PER WEEK

AFTER HOURS, TUESDAYS AND THURSDAYS

ENTRYWAY	M	T	W	TH	F	SAT	SUN
Vacuum							
Clean entry doors and windows (inside and out)							
Clean partition glass windows and ledges							
Empty trash and replace liners							
Dust walls, remove all cobwebs and spot clean							
RESTROOMS MEN'S AND WOMEN	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors							
Wipe down pot clean tile, walls, doors, and remove cobwebs							
Empty trash and replace liners							
Clean kick plates at bottoms of doors							
Refill soap and paper products dispensers							
Hallway							
Vacuum							
Wipe down and spot clean doors and walls, remove cobwebs							
COUNCIL CONFERENCE ROOM	M	T	W	TH	F	SAT	SUN
Vacuum and remove stains on carpet from spillage							
Dust and clean conference table, chairs, bookcases							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean door and walls, remove cobwebs							
COUNCIL CHAMBERS	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust table, chairs, pictures, wall decorations, remove cobwebs							
Empty trash and replace liners							
Wipe down and spot clean doors, wall, counter, handrails							
Remove food and drink spillage and clean stains on carpet							
END COUNCIL CHAMBERS							

MONTHLY CLEANING TASKS

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____

Dust, clean and polish entrance doors and thresholds _____

Dust, clean and polish all furniture and all metal surfaces _____

WEEKLY CLEANING TASKS

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____

Dust, clean and polish entrance doors and thresholds _____

Dust, clean and polish all furniture and all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

March and September

Strip, scrub, and wax all hard surface floors _____

Wash and Polish all interior and exterior windows and glass _____

Steam clean/shampoo all carpeting _____

Clean all vertical and horizontal blinds _____

Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen _____

Wash and polish all interior and exterior windows and glass _____

Dust all lighting fixture, air conditioning vents _____

Janitorial Crew Signature _____
Signature

Date

**2. SOUTH PASADENA POLICE DEPARTMENT
1422 MISION STREET**

**ALL TASKS FOR THIS FACILITY SHOULD BE COMPLETED UNDER GENERAL SUPERVISION.
FREQUENCY: 7 DAYS PER WEEK AFTER HOURS, MONDAY TO SUNDAY**

FIRST FLOOR							
ENTRYWAY	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean entry doors, windows and ledges (inside and out)							
Wipe Ledges of window sills, dust and remove all cobwebs							
Clean scuff marks on walls as needed							
Polish chrome counter as needed							
Empty trash and replace liner							
RECORDS SECTION	M	T	W	TH	F	SAT	SUN
Common Work Area							
Vacuum							
Empty trash and replace liners							
Dust workstations (including top of work towers) shelves							
Replace shredder bag as needed							
Clean counter tops and telephone handsets							
Remove scuff marks from walls as needed							
Front Counter							
Clean counter top							
Clean glass window							
STAFF LOUNGE- BREAK ROOM	M	T	W	TH	F	SAT	SUN
Clean windows and window ledges							
Sweep and mop floors							
Wiped down tables, chairs, cabinets							
Clean sink, counter tops							
Wipe interior and exterior of microwave							
Clean inside and outside of refrigerator, and appliances							
Dust TV, shelves, cabinets, ledges, dust and remove cobwebs							
Empty trash and replace liners							
Remove food and drink spillages							
Refill soap and paper towel dispenser							
HALLWAYS	M	T	W	TH	F	SAT	SUN
Vacuum							
Wipe and spot clean doors and walls, remove scuff marks							
Clean doors and windows along hallway and remove cobwebs							
Dust pictures, plants							
WEIGHT ROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop floor							
Clean mirrors							
Empty trash and replace liners							
JAIL	M	T	W	TH	F	SAT	SUN
Hallways							
Sweep and mop hallway floors including prisoner exit hallway							

City of South Pasadena

Toilet Facility and Shower							
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, and walls							
Empty trash and replace liners							
Booking/Holding Areas							
Clean counter tops and sink							
Clean glass							
Empty trash and replace liners							
Fingerprint/Photo Area							
Clean steel counter and mop floor							
Clean windows							
INTERVIEW ROOM	M	T	W	TH	F	SAT	SUN
Vacuum							
Wipe tables and chairs dust and remove cobwebs							
Empty trash and replace liners							
WATCH COMMANDERS' OFFICE	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, file cabinet, remove cobwebs							
Clean telephone handsets							
MEN'S AND WOMAN'S RESTROOMS	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors							
Empty trash and replace liners							
Refill soap and paper products dispensers							
Wipe tile and partitions							
REPORT WRITING ROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Dust Furniture							
Empty trash and replace liners							
Clean and wipe counter tops							
Clean telephone handsets							
EXTERIOR OF BUILDING	M	T	W	TH	F	SAT	SUN
Rear Parking Lot							
Pick up trash throughout parking lot and replace liners							
Empty trash container near gas pump							
Courtyard							
Clean windows, doors, remove all cobwebs							
Pick up trash and replace liners							
POLICE DEPARTMENT OFFICES	M	T	W	TH	F	SAT	SUN
Secretarial Work Area							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							

City of South Pasadena

Wipe down door, walls, file cabinet							
Clean telephone handsets							
Division Commander's Office (2)							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
Chief's Office							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
Chief's Restroom							
Sweep and mop floor							
Clean toilet, sink, mirror							
Empty trash and replace liners							
Refill soap and paper products							
Wipe down tile							
Rooms Marked with an asterisk must be cleaned under supervision							
Janitors must be supervised							
DETECTIVE BUEREAU*	M	T	W	TH	F	SAT	SUN
Common Work Area							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
COMMUNICATIONS*	M	T	W	TH	F	SAT	SUN
Dispatch Work Area							
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							
PBX ROOM* (Telephone and Server rooms, Information technology) Janitors must be supervised	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, bookcase, pictures, plants							
Empty trash and replace liners							
Clean partition glass windows, ledges and remove cobwebs							
Wipe down door, walls, file cabinet							
Clean telephone handsets							

END FIRST FLOOR TASKS							
------------------------------	--	--	--	--	--	--	--

**SOUTH PASADENA POLICE DEPARTMENT
PER WEEK AFTER HOURS, MONDAY THROUGH SUNDAY**

FREQUENCY: 7 DAYS

BASEMENT FLOOR	M	T	W	T H	F	SA T	SU N
MALE EMPLOYEE'S LOCKER ROOM							
Sweep and mop floor							
Wipe down benches							
Empty trash and replace liners							
Clean kick plates on doors							
Restroom and Shower Area							
Sweep and mop floor							
Clean toilet, sink, mirror							
Clean shower stalls							
Wipe down tile							
Empty trash and replace liners							
Refill soap and paper products and towel supplies							
FEMALE EMPLOYEE'S LOCKER ROOM							
Locker Area							
Vacuum							
Wipe down benches							
Empty trash and replace liners							
Clean kick plates on doors							
Restroom and Shower Area							
Sweep and mop floor							
Clean toilet, sink, mirror							
Clean shower stalls							
Wipe down tile							
Empty trash and replace liners							
Refill soap and paper products and towel supplies							
EMERGENCY SLEEPING QUARTERS							
Remove bedding and replace with clean bedding							
Vacuum							
Dust furniture							
STAIRWAY TO MAIN LEVEL							
Sweep and mop floor							
Clean scuff marks off walls as needed							
Empty trash and replace liners							
BRIEFING ROOM							
Vacuum							
Dust furniture							
Empty trash and replace liners							
END OF BASEMENT TASKS							

MONTHLY CLEANING TASKS

(Write on line the first, second, third or fourth designated cleaning day when monthly services will be regularly performed at the site.)

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____

Dust, clean and polish entrance doors and thresholds _____

Dust, clean and polish all furniture and all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

March and September

(Write on line the date (or date range), and hours of operations when the first semi-annual cleaning services have been scheduled at the site.)

Strip, scrub and re-wax all hard surface floors _____

Wash and polish all wood paneling, woodwork and handrails _____

Steam clean/shampoo all carpeting _____

Clean all vertical and horizontal blinds _____

Remove, clean and re-install all drapes _____

Wash and polish all interior and exterior windows and glass _____

Dust light fixtures, air-conditioning vents, etc. _____

Janitorial Crew Signature _____
Signature

Date

City of South Pasadena

**3. SOUTH PASADENA CITY HALL
1414 MISION STREET**

**FIRST FLOOR CITY HALL
WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

FREQUENCY: 5 DAYS PER

CITY HALL COURTYARD	M	T	W	TH	F	SAT	SUN
Vacuum							
Clean glass display case							
Empty trash and replace liners							
FOYER	M	T	W	TH	F	SAT	SUN
Vacuum and clean stains on carpet							
Clean entry doors, windows and ledges inside and out							
Dust tables, chairs, pictures, etc.							
Polish furniture as needed							
Empty trash and replace liner							
Vacuum stairway and clean stains on carpet from occasional spillage							
Clean stair handrails							
Dust walls and spot clean necessary remove cobwebs							
EMPLOYEE RESTROOM (MEN AND WOMEN)	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, mirrors, and sinks							
Wipe tile and partitions							
Empty trash and replace liners							
Clean kick plates at bottom of doors							
Check soap dispensers and replace as needed							
Check paper products and replace as needed							
PUBLIC ELEVATOR	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Wipe down doors and walls and dust cobwebs							
Clean elevator tracts							
PLANNING AND BUILDING DEPARTMENT	M	T	W	TH	F	SAT	SUN
Director's Office							
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
Planner's Work Area	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
Staff Work Area and Public Counter	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liners							
Wipe down door, walls, dust and remove cobwebs							
Clean telephone handsets							
Plan Map	M	T	W	TH	F	SAT	SUN
Dust plans, bookcases							

City of South Pasadena

Wipe down doors, walls, file cabinets							
Empty trash and replace liners							
LUNCH ROOM	M	T	W	TH	F	SAT	SUN
Vacuum floor, dust, and remove cobwebs							
Empty trash and replace liner							
Wipe down tables and chairs							
Clean sink and counter top							
Clean outside appliances, microwave, refrigerator							
Refill soap and paper towel dispenser						SAT	SUN
Remove food and drink spillages							
Wipe window and ledge							
Clean refrigerator inside and out							
FINANCE DEPARTMENT	M	T	W	TH	F	SAT	SUN
Finance Director's Office							
Vacuum							
Dust, workstation, bookcase,							
Empty trash and replace liner							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, window and ledge							
Assistant Finance Director's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust, workstation, bookcase,							
Empty trash and replace liner							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, window and ledge							
Grants Analysts Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust, workstation, bookcase,							
Empty trash and replace liner							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, window and ledge							
Payroll Clerk's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust, workstation, bookcase,							
Empty trash and replace liner							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets							
Staff Work Area and Public Counter	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust, workstation, bookcase,							
Empty trash and replace liner							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, window and ledge							
PUBLIC HALLWAY	M	T	W	TH	F	SAT	SUN
Vacuum							
Wipe and spot clean doors and walls, dust and remove all cobwebs							
Dust Pictures							
END FIRST FLOOR							

City of South Pasadena

SECOND FLOOR CITY HALL

FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS MONDAY THROUGH FRIDAY

WAITING AREA	M	T	W	TH	F	SAT	SUN
Vacuum, remove stains from occasional spillage on carpet							
Dust tables, chairs, pictures, plants, etc.							
Dust walls and spot clean as necessary, remove all cobwebs							
Clean windows and ledges							
HALLWAY	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust picture frames							
Wipe and spot clean doors and walls							
Sweep north stairway							
Clean stairway handrails							
Clean drinking fountain and metal housing							
PUBLIC RESTROOMS (MEN and WOMEN)	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, mirrors, and sinks							
Wipe tile and partitions							
Empty trash and replace liners							
Clean kick plates at bottom of doors							
Check soap dispensers and replace as needed							
Check paper products and replace as needed							
PUBLIC WORKS DEPARTMENT	M	T	W	TH	F	SAT	SUN
Director's Office							
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, windows and ledges							
Deputy Director's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, windows and ledges							
Staff Work Area and Public Counter	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets, windows and ledges							
Dust fax machine and copier							
Map Room							
Dust plans, bookcases, and blueprint machine							
CITY MANAGER'S STAFF AREA AND RECEPTION AREA	M	T	W	TH	F	SAT	SUN
Vacuum, remove stains on carpet from occasional spillage							
Dust workstation, computer, typewriter							

City of South Pasadena

Dust misc. office equipment, chairs, pictures, plants							
Wipe down doors, walls, file cabinets							
Empty trash and replace liners							
Clean telephone handsets							
City Manager's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets							
Assistant to the City Manager	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets							
Management Analysts Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets							
Wipe down glass sliding doors							
Staff Area and Reception Area	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, computer, typewriter,							
Dust office equipment, chairs, pictures, plants							
Wipe down doors, walls, file cabinets							
Empty trash and replace liners							
Clean telephone handsets							
CITY CLERK'S OFFICE	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase							
Empty trash and replace liner							
Wipe down door, walls, filing cabinets, remove cobwebs							
Clean telephone handset							
Chief Deputy City Clerk's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase							
Empty trash and replace liner							
Wipe down door, walls, filing cabinets, remove cobwebs							
Clean windows, ledges, partition glass							
Clean telephone handset							
Deputy City Clerk's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase							
Empty trash and replace liner							

City of South Pasadena

Wipe down door, walls, filing cabinets, remove cobwebs							
Clean windows, ledges, partition sliding glass doors							
Clean telephone handset							
Vault	M	T	W	TH	F	SAT	SUN
Dust shelves, files							
Sweep and Mop							
Wipe down filing cabinets							
Staff Work Area and Public Counter	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, computers, typewriter							
Dust tables, chairs, bookcases, office equipment, pictures, plants							
Empty trash and replace liners							
Wipe down walls, file cabinets, public counters							
Clean windows, ledges and partition glass							
Clean telephone handsets							
COPY AND MAIL ROOM	M	T	W	TH	F	SAT	SUN
Dust counter, office equipment							
Vacuum							
Dust copy machine, postage machine							
Empty trash and replace liner							
Wipe and spot clean doors and walls, remove all cobwebs							
KITCHENETTE	M	T	W	TH	F	SAT	SUN
Sweep and Mop							
Clean sink, counter top, mirror, water dispenser							
Empty trash and replace liner							
Wipe down door and walls							
Check soap and paper towels dispensers and refill as needed							
Wipe down refrigerator inside and out							
CONFERENCE ROOM	M	T	W	TH	F	SAT	SUN
Vacuum, remove stains from spillage							
Empty trash and replace liners							
Dust and clean conference table, chairs, furniture							
Wipe and spot clean door, walls							
Clean telephone handset							
MANAGEMENT SERVICES OFFICES	M	T	W	TH	F	SAT	SUN
Senior Management Analysts and Intern Office							
Vacuum							
Dust workstations, computers							
Dust desk, chairs, bookcase							
Empty trash and shredder, replace liners							
Wipe down door and walls, file cabinets, dust and remove cobwebs							
Clean telephone handsets							
Principal Management Analysts Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, computers							

City of South Pasadena

Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liner							
Wipe down doors, walls, file cabinets,							
Clean telephone handset							
Clean windows, ledges							
Human Resources Manager's Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, computers, bookcase, chairs, pictures, plants							
Empty trash and replace liner							
Wipe down doors, walls, file cabinets,							
Clean telephone handset							
Clean glass door							
Human Resources Office	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust desk, bookcase, chairs, pictures, plants							
Empty trash and replace liner							
Wipe down doors, walls, file cabinets,							
Clean telephone handset							
Clean sliding glass doors							

MONTHLY CLEANING TASKS

****All tasks must be completed within the first week of every month.****

(Write on line the first, second, third of fourth designated cleaning day when monthly services will be regularly performed at the site.) I think we should leave this for Janitors to fill out during bidding.

- Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____
- Dust, clean and polish entrance doors and thresholds _____
- Dust, clean and polish all furniture and all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

March and September

(Write on line the date (or date range), and hours of operations when the first semi-annual cleaning services have been scheduled at the site.)

- Strip, scrub and re-wax all hard surface floors _____
- Wash and polish all wood paneling, woodwork and handrails _____
- Steam clean/shampoo all carpeting _____
- Clean all vertical and horizontal blinds _____
- Remove, clean and re-install all drapes _____

City of South Pasadena

Wash and polish all interior and exterior windows and glass

Dust light fixtures, air-conditioning vents, etc.

Janitorial Crew Signature _____
Signature

Date

**4. WAR MEMORIAL BUILDING
435 FAIR OAKS AVENUE**

FREQUENCY: 7 DAYS PER WEEK, MONDAY THROUGH SUNDAY

	M	T	W	T H	F	SA T	SU N
MAIN FLOOR							
ENTRANCE							
Sweep patio area and concrete stairways to entrance							
Clean glass doors and windows leading into the building							
NORTH HALL FOYER							
Sweep and mop							
Clean entry doors, windows and ledges (inside and out)	M	T	W	T H	F	SA T	SU N
Dust tables, chairs, ledges, sills, moldings, vents, pictures							
Empty trash and replace liners							
Wipe and spot clean walls, doors, counters							
Remove food and drink spillages							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Wipe down doors and walls to remove hand marks							
Clean metal surfaces, plumbing faucets, valves							
MAIN HALL	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Sweep fireplaces (2)							
Dust shelves, end panels, furniture, ledges, moldings							
Empty trash and replace liners							
Remove food and drink spillages							
Wipe and spot clean doors, walls, counter tops, tables							
Clean windows and ledges							
KITCHEN	M	T	W	T H	F	SA T	SU N
Sweep and mop							
Empty trash and replace liners							
Hand wash sink, 3 compartment sink, prep sink							
Wipe down tables and chairs							
Clean sinks, counter tops, stove top,							
Clean oven, including hood and remove grease							
Clean outside of appliances, microwave, refrigerator, warmers, freezer, ice machine							
Clean food carts							
Refill soap and paper towel dispenser							
Remove food and drink spillages							
Wash windows, partition glass and ledges							
Clean refrigerator inside and out							
END MAIN FLOOR							

City of South Pasadena

BASEMENT							
ENTRANCE	M	T	W	TH	F	SAT	SUN
Sweep and mop floor							
Sweep staircase							
Clean glass doors and windows leading into the building							
MAIN ROOM							
Vacuum main room							
Clean entry doors, windows and ledges (inside and out)	M	T	W	TH	F	SAT	SUN
Dust tables, chairs, ledges, sills, moldings, vents, pictures							
Empty trash and replace liners							
Wipe and spot clean walls, doors, counters							
Remove food and drink spillages							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, counter tops							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Wipe down doors and walls to remove hand marks							
Clean metal surfaces, plumbing, faucets, valves							
BACK ENTRYWAY	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Sweep staircase							
END LOWER LEVEL							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

- Dust, clean and polish entrance doors and thresholds _____
- Dust, clean and polish all metal surfaces _____
- Clean interior and exterior windows _____
- Sweep elevator and area around it _____

SEMI ANNUAL CLEANING TASKS

March and September All should be March and September

(Write scheduled date (or date range) and hours of operations on line)

- Steam clean/shampoo carpets _____
- Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____
Signature

_____ Date

**5. EDDIE PARK CLUBHOUSE
2017 EDGEWOOD DRIVE**

FREQUENCY, 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY

FIRST FLOOR	M	T	W	T H	F	SA T	SU N
ENTRYWAY AND REAR							
Sweep front porch and walkways to front entrances							
Clean windows and ledges at entryway							
MEETING ROOM							
Vacuum							
Clean entry doors, windows and ledges (inside and out)	M	T	W	T H	F	SA T	SU N
Dust tables, chairs, ledges, sills, moldings, vents, pictures							
Clean glass doors of build in cabinets							
Empty trash and replace liners							
Dust tables, chairs, ledges, sills, molding							
Remove food and drink spillages							
Clean Window partition glass and ledges							
Wipe and spot clean walls, doors, cabinets, shelves							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Wipe down doors and walls, ledges							
Clean metal surfaces, plumbing faucets, valves							
Clean window and ledges							
HALLWAY	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Wipe and spot clean doors and walls, ledges							
Wash partition glass and ledges							
KITCHEN	M	T	W	T H	F	SA T	SU N
Sweep and mop							
Empty trash and replace liners							
Wipe down tables and chairs							
Clean sinks, counter tops, stove top,							
Clean outside of appliances, microwave, refrigerator							
Remove food and drink spillages							
Wash windows, partition glass and ledges							
Clean refrigerator inside and out							
Refill soap and paper towel dispenser							
END EDDIE PARK TASKS							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

Dust, clean and polish entrance doors and thresholds _____

Dust, clean and polish all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

(Write scheduled date (or date range) and hours of operations on line)

Strip, scrub and re-wax kitchen, bathroom, and hallway floors _____

Wash and polish all wood paneling, woodwork and handrails _____

Steam clean and shampoo all carpeting _____

Clean all roller shades _____

Wash and polish all interior and exterior windows and glass _____

Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____

Signature

Date

7. GARFIELD PARK YOUTH HOUSE
725 1/2 STRATFORD AVENUE

FREQUENCY: 6 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SATURDAY

ENTRYWAY AND REAR	M	T	W	TH	F	SAT	SUN
Sweep and hose down front porch and walkways to front entrances							
Clean windows and ledges at entry way and remove cobwebs							
MEETING ROOM AND KITCHENETTE							
Sweep and mop tile floor							
Clean glass at all entry doors, windows and ledges (inside and out)							
Clean sink and tile counter top							
Dust tables and chairs, ledges, sills, moldings							
Empty trash and replace liners							
Remove food and drink spillages							
Clean windows , partition glass and ledges							
Wipe and spot clean walls, doors, cabinets, shelves							
RESTROOM							
Sweep and mop tile floor							
Clean toilet, and sink, mirror							
Wipe tile walls							
Empty trash, sanitize and replace liners							
Clean kick plate at bottom of door							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Clean window and ledges							
WEST PATIO							
Sweep all concrete floors and remove debris and dispose							
Wash down concrete slab once a week							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

- Dust, clean and polish entrance doors and thresholds _____
- Dust, clean and polish all metal surfaces _____
- Dust clean above closet _____

SEMI ANNUAL CLEANING TASKS

(Write scheduled date (or date range) and hours of operations on line)

- Strip, scrub and re-seal tile floors _____
- Wash and polish all wood doors, windows and ledges _____
- Wash and polish all interior and exterior windows and glass _____
- Clean all roller shades _____
- Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____
 Signature

_____ Date

**8. SERVICE FACILITY (CITY YARD)
825 MISSION STREET**

FREQUENCY 5 DAYS PER WEEK

FIRST FLOOR							
BACK STAIR CASE	M	T	W	TH	F	SAT	SUN
Wipe handrails and sweep stairs							
OFFICE AREA	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Clean windows and ledges							
Dust desk, bookcases, office equipment							
Empty trash and replace liners							
Dust pictures, plants							
Wipe and spot clean doors and walls							
Clean telephone handset							
MEN'S RESTROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Clean kick plate at bottom of doors							
Wipe partition and walls							
MEN'S LOCKER ROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Wipe down benches, lockers							
Empty trash, sanitize and replace liners							
Clean shower stalls							
Wipe and spot clean doors, walls, ledges							
Clean metal surfaces, plumbing faucets, valves, handles							
LUNCHROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Empty trash, sanitize and replace liners							
Wipe down tables and chairs							
Clean sink and counter tops							
Wipe counter top, and inside and outside of refrigerator							
Spot clean doors, walls, cabinets							
Wipe and spot clean stove and microwaves							
Refill soap and paper products dispensers							
Clean metal surfaces faucet, ice machine							
Remove food and drink spillages							
Wash window and ledge							
END FIRST FLOOR							

City of South Pasadena

FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY

SECOND FLOOR							
STAIR CASE	M	T	W	TH	F	SAT	SUN
Wipe handrails and sweep stairs							
LOBBY	M	T	W	TH	F	SAT	SUN
Spot clean to remove spillages and dirt							
Clean windows and ledges							
Empty trash and replace liners							
Dust couch, table, chairs, pictures, plants							
Wipe and spot clean doors and walls							
Dust office equipment							
OFFICE 1	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust table and chairs, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
OFFICE 2	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust table and chairs, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Wipe partition and walls							
HALLWAY	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Clean kick plates							
Dust ledges, pictures,							
Wipe and spot clean doors, walls, ledges							
Wash windows and ledges							
CONFERENCE AREA	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Empty trash, sanitize and replace liners							
Wipe tables, chairs							
Wipe and spot clean doors, walls, ledges							
PUBLIC WORKS OPERATIONS MANAGER'S OFFICE	M	T	W	TH	F	SAT	SUN

City of South Pasadena

Vacuum							
Dust desk, table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
STAFF COFFEE ROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Wipe counter top, and inside and outside of refrigerator							
Empty trash, sanitize and replace liners							
Spot clean doors, walls, cabinets							
Clean sink and counters							
Dust shelves							
OFFICE 3	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust all work stations and equipment							
OFFICE 4							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust all work stations and equipment							
BACK OFFICE AREA	M	T	W	TH	F	SAT	SUN
Sweep and mop							
Dust desk, table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Dust office equipment							
END SECOND FLOOR							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture
 Dust, clean and polish entrance doors and thresholds and all metal surfaces

SEMI ANNUAL CLEANING TASKS

(Write scheduled date (or date range) and hours of operations on line)

- Strip, scrub and re-wax all hard surface floors _____
- Wash and polish all wood paneling, wood work, handrails _____
- Wash and polish all interior and exterior windows and glass _____
- Steam clean/shampoo all carpeting _____
- Clean all horizontal blinds _____
- Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____
Signature

_____ Date

**9. THE RECREATION CENTER
815 MISSION STREET**

**RECREATION CENTER MID-LEVEL
FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

ENTRY	M	T	W	TH	F	SAT	SUN
Sweep front steps							
Sweep entryway and pick up trash							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Clean toilets, urinals, and sink, mirror, counter							
Wipe tile, partitions							
Empty trash, sanitize and replace liners							
Clean kick plate at bottom of door							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
Pour hot water or solution down drains to eliminate odor							
MEETING ROOM	M	T	W	TH	F	SAT	SUN
Vacuum and remove stains on carpet from spillage and gum							
Dust and clean conference table, chairs, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean partition glass and ledges							
CLASSROOM	M	T	W	TH	F	SAT	SUN
Vacuum and remove stains on carpet from spillage and gum							
Dust and clean conference table, chairs, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Wipe down and spot clean partition glass and ledges							
Wipe and spot clean doors, walls, counters, tops of shelves							
Remove drink and food spillage							

**RECREATION CENTER OFFICE
FRIDAY** **FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY**

SECOND FLOOR	M	T	W	TH	F	SAT	SUN
STAIR CASE	M	T	W	TH	F	SAT	SUN
Wipe handrails and sweep stairs							
RECEPTION ROOM	M	T	W	TH	F	SAT	SUN
Spot clean to remove spillages and gum							
Clean windows and ledges							
Empty trash and replace liners							
Dust tables, chairs, pictures, plants							
Wipe and spot clean doors and walls							
Clean telephone handset							
KITCHEN	M	T	W	TH	F	SAT	SUN
Sweep and mop							

City of South Pasadena

Empty trash and replace liners							
Clean sinks, counter tops, appliances							
Refill soap and paper towel dispenser							
Remove food and drink spillage							
Clean outside of appliances, microwave, refrigerator							
RESTROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop tile floor							
Clean toilet, and sink, mirror, counter							
Empty trash, sanitize and replace liners							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wipe and spot clean doors, walls, ledges							
OFFICES	M	T	W	TH	F	SAT	SUN
Supervisor's Office							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Coordinator's Office							
Sweep and mop							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Staff Office/Break Room							
Sweep and mop							
Dust desk, chair, bookcases							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
Wipe down tables and chairs							

RECREATION CENTER

BASEMENT

FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH FRIDAY

PICNIC AREA	M	T	W	TH	F	SAT	SUN
Sweep entryway and pick up trash							
Wipe and spot clean picnic tables							
Clean drinking fountain and metal housing							
Wash down concrete areas under tables for sanitary purposes							
Check and remove gum under table tops							
CAMP MED	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							

City of South Pasadena

Clean entry doors, windows, ledges (inside and out)							
Wipe and spot clean doors, walls, tables, storage area, counters							
Dust chairs, ledges, pictures, plants							
Empty trash and replace liners							
Clean telephone handsets							
Spot clean to remove spillages and gum							
Clean outside of appliances, refrigerator							
STAFF WORK ROOM	M	T	W	TH	F	SAT	SUN
Vacuum							
Wipe and spot clean doors, walls, file cabinets							
Dust desk, chairs, bookcases, pictures, plants							
Clean telephone handsets							
Empty trash and replace liners							
Wipe down and spot clean partition glass and ledges							
RESTROOMS (MEN'S AND WOMEN'S)							
Sweep and mop tile floor							
Clean toilets, urinals, and sink, mirror							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean changing tables							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Pour hot water or solution down drains to eliminate odor							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture _____
 Dust, clean and polish entrance doors and thresholds and all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

(Write scheduled date (or date range) and hours of operations on line)

Strip, scrub and re-wax all hard surface floors (kitchen, bathroom and mid-level) _____
 Wash and polish all wood paneling, wood work, handrails _____
 Wash and polish all interior and exterior windows and glass _____
 Steam clean/shampoo all carpeting (mid-level and basement) _____
 Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____
 Signature

_____ Date

City of South Pasadena

10. PUBLIC LIBRARY

1100 OXLEY STREET

PUBLIC LIBRARY – FIRST FLOOR

FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY

FIRST FLOOR							
CHILDREN'S SERVICE AREA	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Remove all cobwebs from walls, shelves, ceilings							
Clean telephone handsets							
Wipe and spot clean doors, walls, counter tops, tables							
Check for and remove gum under tabletops							
Clean windows, partition glass and ledges							
Clean desks and furniture							
LIBRARY ENTRANCE AND VICINITY	M	T	W	TH	F	SAT	SUN
Circulation Desk and Reference Area							
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture							
Remove all cobwebs from walls, shelves, ceilings							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Check for and remove gum under tabletops							
Clean drinking fountain and metal housing							
Clean telephone handsets							
Clean glass table tops							
Lobby							
Wash windows and ledges							
Clean glass doors of message board							
Dust bench							
Clean glass doors and windows leading into the building							
Clean glass display cases							
ENTRANCE	M	T	W	TH	F	SAT	SUN
Clean book drop							
Sweep entryway and pick up trash							
Empty trash and clean ashtray							
Mop all hard surface floors							
PUBLIC RESTROOMS MEN'S AND WOMEN	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
Pour hot water or solution down drains to eliminate odors							
FICTION AND NON-FICTION AREA	M	T	W	T	F	SA	SU

City of South Pasadena

				H		T	N
Vacuum and spot clean to remove spillages and gum							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
TECHNICAL SERVICES AREA AND VICINITY	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Dust shelves end panels, desks, furniture, ledges							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, shelves							
Clean telephone handsets							
Clean sink and counter							
Refill soap and paper products dispensers							
Hallway							
Sweep and Mop							
Dust furniture, ledges, pictures, plants							
Wipe and spot clean doors, walls, tables							
Employee Entrance (at rear of Library)							
Sweep outside of entrance area							
Clean floor grit							
STAFF RESTROOM	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
Pour hot water or solution down drains to eliminate odors							
ELEVATOR	M	T	W	T H	F	SA T	SU N
Vacuum and pot clean to remove spillages and gum							
Wipe and spot clean walls, door jams							
Clean elevator tracts							
FRIENDS PROCESSING ROOM, HALLWAYS AND GRAPHICS AREA	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean telephone handsets							
END FIRST FLOOR TASKS							

PUBLIC LIBRARY – SECOND FLOOR
FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY

SECOND FLOOR							
COMMUNITY ROOM	M	T	W	T H	F	SA T	SU N
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
ADMINISTRATION OFFICES AND VACINITY	M	T	W	T H	F	SA T	SU N
Children’s Librarian Office							
Vacuum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean windows partition glass, ledges							
Clean telephone handsets							
Administrative Secretary’s Office							
Vacuum							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, counter tops, tables							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Clean windows partition glass, ledges							
Clean telephone handsets							
Staff Work Areas							
Vacuum							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, counter tops, tables							
Dust shelves and panels, desks, furniture							
Polish desks and furniture as needed							
Clean windows partition glass, ledges							
Clean telephone handsets							
Porch							
Sweep and mop							
Clean furniture							
STAFF KITCHEN AND LOUNGE	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean windows and window ledges							
Vacuum and spot clean throw rug							
Empty trash, sanitize and replace liners							
Wiped down tables, chairs, cabinets							
Clean sink, counter tops, appliances							
Wipe interior and exterior of microwave							

City of South Pasadena

Clean inside and outside of refrigerator, and appliances							
Dust TV, shelves, cabinets, ledges, dust and remove cobwebs							
Empty trash and replace liners							
Remove food and drink spillages							
Refill soap and paper towel dispenser							
STAFF RESTROOM	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Empty trash, sanitize and replace liners							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe Tile and partitions							
Clean metal surfaces, plumbing faucets, valves							
Wipe down doors and walls to remove hand marks							
Refill soap and paper products dispensers							
CONFERENCE ROOM	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Clean glass table tops							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, tables							
Clean telephone handsets							
Check for and remove gum under tabletops							
Clean chalkboard							
West Balcony							
Sweep and mop							
Clean balcony stairwell to prevent blockage of sump pump							
FRIEND'S BOOKSTORE AND VICINITY	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Empty trash, sanitize and replace liners							
Dust shelves and panels, desks, furniture, ledges, sills, molding							
Polish and clean furniture as needed							
Wipe and spot clean doors, walls, counter tops, shelves							
Wash windows, partition glass and ledges							
Clean telephone handsets							
Hallways							
Vacuum							
Dust furniture, ledges, pictures, plants							
Wipe and spot clean doors, walls, tables							
Wash windows, partition glass and ledges							
Clean drinking fountain and metal housing							
East Balcony							
Sweep and mop							
ELEVATOR	M	T	W	TH	F	SAT	SUN
Vacuum and pot clean to remove spillages and gum							
Wipe and spot clean walls, door jams							
Clean elevator tracts							

END SECOND FLOOR									
-------------------------	--	--	--	--	--	--	--	--	--

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture _____
 Dust, clean and polish entrance doors and thresholds and all metal surfaces _____

WEEKLY CLEANING TASKS

(Write day of month on lines for monthly cleaning tasks, for example "4th Tuesday" 3rd Wednesday")

Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____
 Dust, clean and polish entrance doors and thresholds _____
 Dust, clean and polish all furniture and all metal surfaces _____

QUARTERLY CLEANING TASKS

March, June, September, December

Spot clean carpeting throughout the entire Library _____
 Steam clean and shampoo Community Room carpet _____
 Dust exterior of all ceiling vents (upstairs and downstairs) _____
 Dust and clean all exterior plates of all restroom ceiling vents _____
 Vacuum and shampoo all upholstered furniture _____
 Wipe down (with appropriate furniture polish) all wood chairs _____
 Dust clean and polish all furniture and metal surfaces (brass door plates) _____
 Dust and clean all vertical blinds located upstairs _____
 Dust and clean all window ledges (upstairs and downstairs) _____

SEMI ANNUAL CLEANING TASKS

March and September

Steam clean/shampoo all carpeting throughout the entire Library _____
 Strip, scrub, and wax all hard surface floors in the Technical Services and Circulation Desk _____
 Strip, scrub, and wax all hard surface floors in the public and staff restrooms, and staff kitchen _____
 Wash and Polish all interior and exterior windows and glass _____
 Dust, clean all lighting fixture lenses _____

Janitorial Crew Signature _____
Signature

_____ Date

**11. SENIOR CITIZEN'S CENTER
1102 OXLEY STREET**

FREQUENCY: 5 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY

SENIOR CENTER ENTRANCE	M	T	W	TH	F	SAT	SUN
Sweep entryway and pick up trash							
Empty trash and clean area							
Courtyard							
Sweep							
Clean Patio tables and chairs							
LOBBY	M	T	W	TH	F	SAT	SUN
Vacuum and spot clean to remove spillages and gum							
Clean entry doors, sliding doors, windows and ledges							
Clean blinds							
Dust tables, chairs, pictures, moldings, sills							
Polish furniture as needed							
Empty trash and replace liners							
Clean drinking fountain and metal housing							
Wipe and spot clean doors and walls							
RESTROOMS (MEN'S AND WOMEN'S)	M	T	W	TH	F	SAT	SUN
Sweep and mop floors							
Clean toilets, urinals, sinks, mirrors, counters							
Wipe tile and partitions							
Empty trash, sanitize and replace liners							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Wipe down doors and walls to remove hand marks							
Clean metal surfaces, plumbing faucets, valves							
SENIOR SERVICES ADMINISTRATION OFFICES	M	T	W	TH	F	SAT	SUN
Community Services Director's Office							
Vacuum							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handset							
Clean windows, ledges							
FRONT CLASS ROOM	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust table and chairs, bookcases, shelves							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean windows, ledges							
STAFF WORK AREAS	M	T	W	TH	F	SAT	SUN
Vacuum							
Dust workstations, computers, telephones							
Empty trash, sanitize and replace liners							

City of South Pasadena

Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
MULTIPURPOSE ROOM	M	T	W	TH	F	SAT	SUN
Sweep and Mop							
Dust table and chairs, pictures, moldings, sills, blinds							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls							
Clean windows, ledges, molding							
REAR OFFICE AREA	M	T	W	TH	F	SAT	SUN
Sweep and Mop							
Dust workstations, computers, office equipment							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
Clean windows, ledges, molding							
PATIO	M	T	W	TH	F	SAT	SUN
Sweep (behind office and classroom)							
COMPUTER LAB/REAR CLASSROOM	M	T	W	TH	F	SAT	SUN
Wipe table and chairs							
Dust computer work stations, printer							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean windows, ledges, molding, sliding glass doors							
KITCHEN	M	T	W	TH	F	SAT	SUN
Sweep and Mop							
Empty trash, sanitize and replace liners							
Wipe and spot clean doors, walls, cabinets							
Clean telephone handsets							
Clean windows, ledges, molding							
Clean sink and counter tops							
Clean exterior appliances, refrigerator, freezer, ice machine, oven							
Clean kick plates at bottom of doors							
Refill soap and paper products dispensers							
Clean all stainless steel counter tops and walls using degreaser							
Wipe interior and exterior of microwave							
END SENIOR CENTER							

MONTHLY CLEANING TASKS

(Write day of month on lines for monthly cleaning tasks, for example "4th Tuesday" 3rd Wednesday")

- Vacuum all upholstered furniture and/or damp wipe all vinyl furniture _____
- Dust, clean and polish entrance doors and thresholds _____
- Dust, clean and polish all furniture and all metal surfaces _____
- Wash handrails at entrance of Center and ADA railings _____
- Wash and polish all interior and exterior windows and glass _____
- Dust light fixtures, air conditioning vents _____

City of South Pasadena

**13. GARFIELD WATER FACILITY
416 GARFIELD AVENUE**

FREQUENCY: 7 DAYS PER WEEK, AFTER HOURS, MONDAY THROUGH SUNDAY

WATER FACILITY AREA	M	T	W	T H	F	SA T	SU N
Sweep and mop floors							
Clean toilets, and sinks (stainless steel)							
Wipe and clean exterior walls and doors							
Empty trash, sanitize and replace liners							
Wipe down and clean paneling and ceilings							
Remove all graffiti							
Refill soap and paper products dispensers							
Clean metal surfaces, plumbing faucets, valves							
Wash down walkways							

MONTHLY CLEANING TASKS

(Write day of month on line for monthly cleaning tasks, for example: "4th Tuesday", "3rd Wednesday")

Vacuum all upholstered furniture and damp wipe all vinyl furniture _____

Dust, clean and polish entrance doors and thresholds and all metal surfaces _____

SEMI ANNUAL CLEANING TASKS

(Write scheduled date (or date range) and hours of operations on line)

Strip, scrub and re-wax all hard surface floors _____

Wash and polish all wood paneling, wood work, handrails _____

Wash and polish all interior and exterior windows and glass _____

Steam clean/shampoo all carpeting _____

Clean all horizontal blinds _____

Dust light fixtures, air-conditioning vents _____

Janitorial Crew Signature _____

Signature Date _____

Environmentally Friendly Products Requirements

Environmental Services

OP-4

PRODUCTS

GREEN CLEANING PRODUCT USE

1. Wherever feasible, cleaning products and materials, including hard floor and carpet care products, used inside and outside Appalachian State University facilities under the cognizance of Environmental Services shall meet the requirements of LEED 2009 for existing buildings: Operations and Maintenance IEQ Credit 3.3: Green Cleaning, Purchase of Sustainable Cleaning Products and Materials as described below.
2. Product types subject to these requirements include, but are not limited to, bio-enzymatic cleaners, hard floor cleaners, carpet cleaners, general purpose cleaners, specialty cleaners, odor control products, disinfectants, disposable janitorial paper products and trash bags, laundry detergent, and hand soaps.

SUSTAINABILITY CRITERIA

1. The cleaning products meet one or more of the following standards for the appropriate category:
 - Green Seal GS-37, for general purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes
 - Environmental Choice CCD-105, for laundry detergents
 - Environmental Choice CCD-110, for cleaning and degreasing compounds
 - Environmental Choice CCD-146, for hard surface cleaners
 - Environmental Choice CCD-148, for carpet and upholstery care
2. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice 110, 146, or 148 shall meet at least one of the following standards for the appropriate category:
 - Green Seal GS-40, for industrial and institutional floor care products
 - Environmental Choice CCD-112, for digestion additives for cleaning and odor control
 - Environmental Choice CCD-113, for drain or grease trap additives
 - Environmental Choice CCD-115, for odor control additives
 - Environmental Choice CCD-147, for hard floor care
3. Disposable janitorial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable category:
 - U.S. EPA Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners
 - Green Seal GS-09, for paper towels and napkins
 - Green Seal GS-01, for tissue paper
 - Environmental Choice CCD-082, for toilet tissue
 - Environmental Choice CCD-086, for hand towels
 - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers
4. Hand soaps meet one or more of the following standards:
 - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (i.e., food service and health care requirements)

Environmental Services

OP-4

- Green Seal GS-41, for industrial and institutional hand cleaners
- Environmental Choice CCD-104, for hand cleaners and hand soaps

APPROVED PRODUCT LIST

The products listed in the tables below (a-g) are approved for use. Products beyond those listed here must be submitted to the Environmental Services Manager and Resource Conservation Specialist for approval before use. Green products are continually tested by Environmental Services for effectiveness in an effort to improve sustainability of Appalachian State University.

a) GENERAL CLEANING

Custodial Services utilizes the Hillyard Arsenal chemical management system and purchases solutions to meet cleaning needs. The system dispenses product to ensure active ppm required by the EPA, limits employee contact with chemicals for enhanced safety, and the concentrated formulas minimize wasteful containers.

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB: O&M Compliant Criteria
HILLYARD	ARSENAL TOP CLEAN	General purpose cleaner	GS-37 Certified	GS-37 Certified
	ARSENAL GREEN SELECT WINDOW CLEANER	Window cleaner	GS-37 Certified	GS-37 Certified
	ARSENAL VINDICATOR ^{1,2}	Disinfectant	-	-

b) FLOOR CARE

Appalachian State University flooring consists of VCT, terrazzo, brick, concrete, laminate, hardwood, tile and carpeting. Products with low or no VOCs are preferred.

Manufacturer	Product	Purpose	Sustainability Features	LEED 2009 EB: O&M Compliant Criteria
PIONEER ECLIPSE	DIAMOND SHINE	Resilient floor wax	-	-

¹While there are "Green" disinfectants on the market today, this quaternary ammonium disinfectant is used at ASU based on the following: 1) dilution dispenser compatibility for employee safety, 2) bacterial and virucidal efficacy and 3) no observable effects on building finishes and surfaces.

Exhibit B
Approved Fee Schedule

Exhibit B
Approved Fee Schedule

Fee Schedule Form

MONTHLY FIXED-FEE FOR DAY PORTER & EACH PUBLIC FACILITY

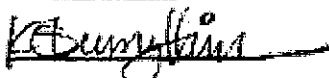
Day Porter & Public Facilities	FY 2019-2020	FY 2020-2021	FY 2021-2022
	Monthly \$	Monthly \$	Monthly \$
Day Porter	\$2,060.00	\$2,132.00	\$2,165.30
1. City Council Chambers	\$86.70	\$88.87	\$91.05
2. Police Department	\$1,715.68	\$1,758.57	\$1,802.54
3. South Pasadena City Hall	\$433.35	\$444.18	\$455.26
4. War Memorial Building	\$910.00	\$932.75	\$955.00
5. Eddie Park Clubhouse	\$303.33	\$310.91	\$318.65
6. Garfield Park Restrooms	\$433.35	\$444.18	\$455.26
7. Garfield Park Youth House	\$303.33	\$310.91	\$318.65
8. Service Facility (City Yard)	\$910.00	\$932.75	\$955.00
9. The Recreation Center	\$650.00	\$665.25	\$681.00
10. Public Library	\$2,226.65	\$2,282.32	\$2,338.97
11. Senior Citizen's Center	\$875.00	\$896.88	\$918.75
12. Arroyo Park Restrooms	\$606.65	\$621.82	\$637.36
13. Garfield Water Facility	\$910.00	\$932.75	\$955.00
A. Monthly Sub-Total (Day Porter & 13 facilities):	\$12,444.04	\$12,754.14	\$13,072.99
B. Yearly Sub-Total (Row A x 12, for each FY):	\$149,328.48	\$153,049.69	\$156,875.93
C. PROPOSAL GRAND TOTAL (Sum of all 3 years in Row B):	\$459,254.11		

On-Call Cleaning Service Hourly Rate (\$/Hour)

Personnel/Title	FY 2019-2020	FY 2020-2021	FY 2021-2022
Janitor	\$25.00	\$25.50	\$26.00
Supervisor	\$28.00	\$28.50	\$29.00

Notes: FY - Fiscal Year, from July 1st through June 30th of the following year. Proposer may use additional pages as necessary for listing "personnel/hour" rates.

Company Name: BASE HILL, INC. DBA JAN POINT

Signature: 

Date: 02-19-19

Name (Print): SUNNY KIM

Title: PRESIDENT

Professional Services Agreement – Contractor Services



City Council Agenda Report

ITEM NO. 26

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *A.*

PREPARED BY: Daniel Ojeda P.E., Interim Public Works Director *D.O.*
Francois Brard, Facilities Supervisor *B*

SUBJECT: **Authorize Contract Amendment with Security Design Systems for Expansion of City's Access Control systems in the amount of \$10,194.55 for a total not to exceed amount of \$47,196.51**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute a Contract Amendment with Security Design Systems ("SDS") in the amount of \$10,194.55, for expansion of the City's Access Control System ("ACS") to include six additional points of entry inside of the City Hall Building.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The ability to control access to areas of the Civic Center facility is an important component of overall facility security. Coupled with the capability of permitting or excluding access at a granular level based upon need, access control systems offer much more robust features for controlling facility access not offered with traditional lock and key solutions.

The City has recently identified the need to upgrade/integrate 6 additional doors from traditional key and lock, to the ACS. These locations require a comprehensive access control system, which will allow for better facility security, access management, and real-time monitoring (if necessary). The 6 doors are located inside the City Hall Building, as follows:

1. First floor Finance Department
2. First floor Planning Department
3. First floor Planning Department, North exit door
4. Second floor Public Works Department
5. Second floor City Manager's office
6. Second floor City Clerk's office, entry from copy room

South Pasadena Municipal Code Sections 2.99-29 (11)(i) states *“Purchases of goods or services that can be obtained from only one source may be made by the purchasing agent without advertising and after approval by the city council.”*

Security Design Systems (SDS) is the Contractor who installed the City’s ACS, and is presently working on the integration/upgrade of various entry points in the Civic Center facilities. SDS has proprietary knowledge of the system’s configuration, which will ensure a successful installation and integration of the additional locations. The City has negotiated with SDS; and consistent with the existing Contract unit prices, the total estimated cost for the six additional locations is \$10,194.55.

Alternatives Considered

1. Council can approve the purchase of access control systems from another vendor; however, such an approach may not be compatible with the City’s existing access control system, and may prohibit integration.
2. Council can take no action and leave the traditional lock and key solution for controlling facility access in place.

Background

The police department currently has a Bosch Access Control System (“ACS”) in place and operational since approximately 1998. The system was upgraded with new Bosch hardware and software in the first quarter of 2018. The system controls employee and guest access on a door-by-door basis with the capability of permitting or excluding access based upon a variety of variables including, but not limited to, employee classification, job function, time of day and location within the facility. Key cards are issued to employees, guests, contractors, etc. and are individually configured for access permissions based upon need. The ACS also has auditing capability and real-time access monitoring if needed. The ACS is presently operated by the Police Department, with close coordination with the Human Resources Department.

On June 20, 2018, the City Council approved a contract with SDS in the amount of \$44,167.10, for expansion of the ACS to include the City Hall Building, Council Chamber, and Fire Department Building. The work includes upgrading and integrating these three buildings, from the traditional lock and key solution, to the ACS. On December 17, 2018, the City administratively approved an amendment to the Contract with SDS for certain locking hardware modifications, which resulted in a credit/savings of \$3,756.47.

Legal Review

The City Attorney has not reviewed this item.

Amendment with SDS for Access Control Expansion
April 17, 2019
Page 3 of 4

Fiscal Impact

The total cost for the additional 6 locations is \$10,194.55. The original Purchase Order # 18473 (Account # 101-4010-4011-8180-000) has an available balance in the amount of \$3,756.47. Additional funds in the amount of \$6,438.08 will be available from account number 101-6010-6011-8020-000.

Public Notification of Agenda Item

The public was previously made aware that this item was to be considered 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: Cost estimate provided by Security Design Systems

SOUTH PASADENA CITY HALL BUILDING BOSCH PHASE TWO ACCESS CONTROL SYSTEM BY SECURITY DESIGN SYSTEMS

February 06, 2019

Account NM 582

OPTION Five (Phase Two)	Access Control
Purchase Program	Option Five
Installation Cost	10,194.55
Monthly Maintenance & Soft Ware Upgrade With Free Service On The System	84.95
Note:	
Total Monthly Cost Factors	84.95

	Option Five
0 Easy Access Main Controller Power Supply Unit	\$ 10,194.55
0 Easy Access Extension Controller Power Supply Unit	Phase Two
2 Easy Access Wiegand Reader Extension Board	Six Doors
6 I Class Switch Plate Proximity Readers	
0 I Class Key Fobs 10 To a Package	
0 I Class Tokens 25 To a Package, 250 Tokens	
0 I Class Credentials 25 To a Pack	
0 Push Bars Electronic For Exit Installed by Locksmith	
3 Remote Transmitter To Release Door Strikes 1st and 2nd Floor	
3 Receiver For Remote To Release Door Strikes 1st and 2nd Floor	
1 Power Supply 8 Channels	
0 Mag Locks	See Locking Hardware Sheet
0 Request To Exit Buttons	See Locking Hardware Sheet
0 Mag Locks	See Locking Hardware Sheet
0 Mag Lock Brackets	See Locking Hardware Sheet
0 Request To Exit Buttons	See Locking Hardware Sheet
0 Double Mag Lock and Bracket	See Locking Hardware Sheet
0 Request To Exit Motion Detectors	See Locking Hardware Sheet
0 Electronic Door Strikes	See Locking Hardware Sheet

Note:

Conduit and conduit labor cost factors not included in the above installation cost and if required will be billed as additional costs.

Note:

Doors Wanted '02-06-19	02-06-19
1 City Managers West Entry Door To Her Office	Good
2 City Clerks North Entry Door From Copy Room	Good
3 Public Works Entry Pony Half Door	Good
4 Finance North Entry Pony Half Door	Good
5 Finance South Entry Pony Half Door	Good



City Council Agenda Report

ITEM NO. 27

DATE: April 17, 2019

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

PREPARED BY: Daniel Ojeda P.E., Interim Public Works Director *[Signature]*

SUBJECT: **Authorize a Second Contract Amendment with LA Solutions for Engineering Resources (LASER), LLC for On-Call Public Works and Project Management Support Services in an Amount Not-to-Exceed \$30,000 for a Total Not-to-Exceed Contract Amount of \$84,900**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute a second contract amendment with LASER, LLC, in an additional not-to-exceed amount of \$30,000, for on-call public works and project management support services.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

On June 6, 2018 the City Council adopted the FY 2018-19 Operating Budget and Capital Improvement Plan. The implementation of many of the City's Capital Improvement Plan (CIP) projects requires coordination and high-level project management skills of a certified engineer.

The City has utilized and wishes to increase the contract for LASER, LLC, to continue utilizing their services for 15 to 25 hours a week depending on need. Mr. Anthony La of LASER, LLC has been focusing on and will continue to focus on managing and implementing various projects including:

- CNG Fueling Station
- Monterey Road Improvement Phase 3
- Arterial Street Improvement Projects
- Request for Proposals

Most recently, the Public Works Department has had several vacancies, including the Public Works Director, Deputy Public Works Director and the Civil Engineering Assistant positions, which impacted the department's ability to implement and manage engineering projects. These positions oversee the city's construction and engineering projects.

LASER, LLC is a highly experienced professional engineering firm with expertise in a multitude of disciplines within city engineering and public works, including:

- Capital Projects
- City Engineering Support
- Construction Management
- Development Services
- Water Resources
- Water Planning
- Traffic Engineering
- Transportation Planning
- Transportation Design
- Transportation Programming

The proposed second amendment to the agreement with LASER, LLC is to provide additional hours of high-level project management assistance by a Registered Civil and Traffic Engineer in the implementation of the city's capital improvement plan and engineering projects, as the City continues with its efforts to fill the Public Works Director and Deputy Public Works Director positions. The contract period is through June 30, 2019.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

Approval of this second contract amendment will result in an increase in non-budgeted expenditures within the Public Works Administration Operations and Maintenance Professional Services account in the amount of \$84,900.

As previously noted, there are two vacancies in the Public Works Department, which are the Public Works Director and Deputy Public Works Director positions. These continued vacancies will offset the cost of the total contract.

There are sufficient funds budgeted and a savings in personnel salary expenditures to adequately fund the cost of the engineering consultant contract.

Public Notification of Agenda Item

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

Attachments:

1. Proposed Second Amendment
2. First Amendment
3. Original Agreement

ATTACHMENT 1
Proposed Second Amendment

SECOND AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Second Amendment”) is made and entered into on the 17th day of April, 2019, by and between the CITY OF SOUTH PASADENA (“City”) and LA SOLUTIONS FOR ENGINEERING RESOURCES (LASER), LLC (“Consultant”).

RECITALS

WHEREAS, on October 23, 2018, the City and Consultant entered into an Agreement to provide On-Call Public Works and Project Management Support Services; and

WHEREAS, on February 6, 2019, the City and Consultant entered in the First Amendment to the Agreement to provide On-Call Public Works and Project Management Support Services; and

WHEREAS, the Term of the Amended Agreement is through April 30, 2019, unless extended by written agreement of both parties and be effective if authorized in advance by the City in writing and incorporated in written amendments to the Agreement; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the authorized amount of \$24,900 unless the City has given specific advance approval in writing; and

WHEREAS, on February 6, 2019, the City Council approved the First Amendment to the Agreement for Services (“First Amendment”) to extend the existing Term of the Agreement through April 30, 2019 and the Payment for Services for the extended term was increased by an amount not-to-exceed \$30,000

WHEREAS, on April 17, 2019, the City Council approved the Second Amendment to the Agreement for Services (“Second Amendment”) to extend the existing Term of the Agreement through June 30, 2019 and the Payment for Services for the extended term was increased by an amount not-to-exceed \$30,000

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. Paragraph 3.1 “Scope of Services” is amended to add Exhibit A-2 (“Additional Scope of Services”).
2. Paragraph 3.4 “Maximum Amount” is amended to read as follows:
“The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Eighty-Four Thousand, Nine Hundred Dollars

(\$84,900), which includes the compensation for the original Agreement scope of services of \$24,900 and compensation for the First Amendment additional scope of services in the amount of \$30,000 and compensation for the Second Amendment additional scope of services in the amount of \$30,000. “

3. Paragraph 3.6 “Termination Date” is amendment to read: “June 30, 2019. “

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Second Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“CONSULTANT”
LASER, LLC

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

EXHIBIT A-2
ADDITIONAL SCOPE OF SERVICES

Continue providing On-Call Public Works and Project Management Support Services for the following projects:

- System Safety Analysis Report (SSAR)
- CNG Fueling Station
- Monterey Road Improvement – Phase 3 (Orange Grove to Pasadena Ave)
- Traffic Signal at Orange/Monterey Road
- Street Improvement and Replacement of Aging Water Line on:
 - Bushnell Avenue (Oak to Huntington)
 - Diamond Avenue (Monterey to Lyndon)
 - Camino Del Sol (St. Albans to Via Del Rey)
 - Alpha Avenue (Camino Lindo to Valley View)
 - Alta Vista (Oak St. To Mountain View)
 - Monterey Road (City Limit to Arroyo Verde)
 - Monterey Road (Arroyo Verde to Pasadena Ave)
 - Forest Avenue (Mission to Dead end)
 - Sterling Place (Grand to Dead end)
- Preparation of RFP's and contract award for:
 - On-Call Material Testing & Geotechnical
 - On-Call Construction Management & Inspection
 - Janitorial Services
 - Traffic Signal & Street Lights
 - On-Call A/C Maintenance & Electrical
- Water Main Replacement (Integrated Water Master Plan approach strategies)

ATTACHMENT 2
First Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT ("First Amendment") is made and entered into on the 6th day of February, 2019, by and between the CITY OF SOUTH PASADENA ("City") and LA SOLUTIONS FOR ENGINEERING RESOURCES (LASER), LLC ("Consultant").

RECITALS

WHEREAS, on October 23, 2018, the City and Consultant entered into an Agreement to provide On-Call Public Works and Project Management Support Services; and

WHEREAS, the Term of the Agreement is through February 12, 2019, unless extended by written agreement of both parties and be effective if authorized in advance by the City in writing and incorporated in written amendments to the Agreement; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the authorized amount of \$24,900 unless the City has given specific advance approval in writing; and

WHEREAS, on February 6, 2019, the City Council approved the First Amendment to the Agreement for Services ("First Amendment") to extend the existing Term of the Agreement through April 30, 2019 and the Payment for Services for the extended term was increased by an amount not-to-exceed \$30,000

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. Paragraph 3.1 "Scope of Services" is amended to add Exhibit A-1 ("Additional Scope of Services").

2. Paragraph 3.4 "Maximum Amount" is amended to read as follows:
"The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Fifty-four Thousand, Nine Hundred Dollars (\$54,900), which includes the compensation for the original Agreement scope of services of \$24,900 and compensation for the First Amendment additional scope of services in the amount of \$30,000."

3. Paragraph 3.6 "Termination Date" is amendment to read: "April 30, 2019."

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this First Amendment, shall remain in full force and effect.

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

"CITY"

City of South Pasadena

By: [Signature]
Signature

Printed: Stephanie De Wolfe

Title: City Manager

Date: 2/7/19

"CONSULTANT"

LASER, LLC

By: [Signature]
Signature

Printed: ANTHONY M. LA

Title: PRINCIPAL

Date: 2/5/2019

Attest:

By: [Signature]
Evelyn G. Zreiner, City Clerk

Date: 2/8/19

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 2/6/19

EXHIBIT A-1

ADDITIONAL SCOPE OF SERVICES

Continue providing On-Call Public Works and Project Management Support Services for the following projects:

- System Safety Analysis Report (SSAR)
- CNG Fueling Station
- Monterey Road Improvement – Phase 3 (Orange Grove to Pasadena Ave)
- Traffic Signal at Orange/Monterey Road
- Street Improvement and Replacement of Aging Water Line on:
 - Bushnell Avenue (Oak to Huntington)
 - Diamond Avenue (Monterey to Lyndon)
 - Camino Del Sol (St. Albans to Via Del Rey)
 - Alpha Avenue (Camino Lindo to Valley View)
 - Alta Vista (Oak St. To Mountain View)
 - Monterey Road (City Limit to Arroyo Verde)
 - Monterey Road (Arroyo Verde to Pasadena Ave)
 - Forest Avenue (Mission to Dead end)
 - Sterling Place (Grand to Dead end)
- Preparation of RFP's for:
 - On-Call Material Testing & Geotechnical
 - On-Call Construction Management & Inspection
 - Janitorial Services
 - Traffic Signal & Street Lights
 - On-Call A/C Maintenance & Electrical
- Water Main Replacement (Integrated Water Master Plan approach strategies)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:		
	PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):		
INSURED LA Solutions For Engineering Resources, LLC 37 C Pacific Ave Surfside, CA 90743	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N		UDC-1429535-CGL-17	03/03/2017	03/03/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of South Pasadena 1414 Mission Street South Pasadena CA 91030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENT 3
Original Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / LASER, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and LA SOLUTIONS FOR ENGINEERING RESOURCES (LASER), LLC (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Daniel Ojeda, Interim Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty-Four Thousand Nine Hundred Dollars (\$24,900).
- 3.5. "Commencement Date": February 25, 2019.
- 3.6. "Termination Date": August 24, 2019.

4. TERM

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

5. CONSULTANT'S DUTIES

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

Professional Services Agreement – Consultant Services

Page 2 of 16

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

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

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$1,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation: None (As permitted by law with no employees)
- Automobile Liability: None (Personal auto insurance only)

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Daniel Ojeda
Interim Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7312
Facsimile: (626) 403-7313

If to Consultant

Anthony M. La, Principal
LASER, LLC
300 W. Valley Boulevard, Suite A28
Alhambra, CA 91803
Telephone: (909) 267-8062
Email: AL.LASERLLC@gmail.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

"City"

City of South Pasadena

By: *[Signature]*

Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 3/7/19

"Consultant"

LASER, LLC

By: *[Signature]*

Signature

Printed: ANTHONY M. LA

Title: PRINCIPAL

Date: 2/17/19

Approved as to form:

By: *[Signature]*

Teresa L. Highsmith, City Attorney

Date: 3/5/19

al

EXHIBIT "A"
SCOPE OF SERVICES &
FEE SCHEDULE

SCOPE OF SERVICES

On-Call Stormwater Management, Strategies, and Support Services shall include, but not be limited to the following:

- Represent City at different stormwater meetings (i.e. Watershed Area Steering Committee Meeting).
- Assist and coordinate with City's consultant in annual stormwater reporting.
- Identify strategies for NPDES permit compliance, including stormwater data sampling/strategies, local and regional project strategies, integrated water project opportunities, low-flow diversion, etc.
- Assist in development of partnership and alliances with neighboring agencies for stormwater funding, policy and compliance.
- Assist in review of existing EWMP projects and strategies.
- Assist in development of implementation and financial strategic plan, including review of: Measure W Regional Programs, Prop 1 (Water Quality, Supply, & Infrastructure Improvement Act of 2014), Prop 84 (Safe Drinking Water, Water Quality & Supply Flood Control, River and Coastal Protection Bond Act of 2006), SRF Loans, Discretionary Transportation Funds (Call-for-Projects), etc.
- Assist with monitoring on-going stormwater litigation and legislative progress, as requested by City.
- Complete special projects as requested and authorized by City.
- Provide on-call stormwater management services as requested and authorized by City.

FEE SCHEDULE

All on-call public works and project management support services provided under this Agreement will be compensated at an hourly rate of \$100/hour. Direct expenses with prior City approval will be invoiced at cost plus 15% markup. Mileage will be invoiced at the Internal Revenue Service rate in effect.

al



City Council Agenda Report

ITEM NO. 28

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Daniel Ojeda P.E., Interim Public Works Director *D.O.*
Anteneh Tesfaye, Water Operations Manager *at*

SUBJECT: **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Wilson Wellhead Treatment Project and Authorization to Release Retention Payment to R C Foster Corporation in the Amount of \$143,195.00**

Recommendation Action

It is recommended that the City Council:

1. Accept the Wilson Reservoir Wellhead Treatment System Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to R C Foster Corporation. (Contractor), in the amount of \$143,195;

Commission Review and Recommendation

This matter was not reviewed by commission.

Discussion/Analysis

The project was satisfactorily completed in March 22, 2019. During the construction, several conditions were encountered which resulted in change order amounting to \$7,195.00. The changes included are:

- Form and pour stairs at Granular Activated Carbon (GAC) slab to access vessels valves
- Remove parkway grass, re-route sprinklers, form and pour concrete pad with rebar to provide tanker truck access to backup into facility for granular carbon media deliveries

Background

The Wilson Wellhead Treatment System Project consisted of designing and constructing a (GAC) wellhead treatment system to remove 1,2,3 Trichloropropane (1,2,3-TCP) contaminants from the two City-owned ground water wells located at Wilson Reservoir and bring into compliance with the newly adopted 1,2,3-TCP regulation.

Legal Review

The City Attorney has been asked to review this item.

Fiscal Impact

The original contract amount awarded to R C Foster Corporation was \$2,720,000.00. Following the contract amendment, the final contract amount inclusive of all change orders and retention is \$2,727,195.00.

In addition, staff has submitted a request for grant reimbursement in the amount of \$589,000 approved by the Main San Gabriel Basin Water Quality Authority (WQA) for this project.

Environmental Analysis

Provisions for a future water treatment system were included in the Wilson Reservoir Replacement Project Initial Study completed by Willdan. The California Environmental Quality Act (CEQA) Notice of Determination, initial study and mitigated negative declaration for Wilson Reservoir Replacement was filed with the Los Angeles County Clerk on June 7, 2012. Pursuant to CEQA Guidelines Section 15162, no subsequent environmental review is necessary because there are no significant environmental impacts resulting from the implementation of this water treatment system that were not previously analyzed under the mitigated negative declaration for the Wilson Reservoir Replacement project.

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: Notice of Completion

RECORDING REQUESTED BY:

Dan Ojeda, P.E. PW Director

AND WHEN RECORDED MAILTO:

Public Works Department

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is City of South Pasadena
3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: Public Works Director (Agent) in fee.
5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES

N/A

N/A

N/A

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

NAMES

ADDRESSES

N/A

N/A

N/A

7. A work of improvement on the property hereinafter described was COMPLETED March 22, 2019

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

Construction of the Wilson Wellhead Treatment System Project as more specifically described in the plans and specifications prepared by CivilTec Consultants dated July, 2018

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

R C Foster Corporation

10. The street address of said property is 545 Adelyn Drive, San Gabriel, CA 91775

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

Date: March 30, 2018

(Signature of Owner or agent of owner)
Dan Ojeda, P.E. (Agent)

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

Date and Place (Signature of owner named in paragraph 2)

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

March 30, 2018 South Pasadena
Date and Place

(Signature of person signing on behalf of owner)
Dan Ojeda, P.E. (Agent)



City Council Agenda Report

ITEM NO. 29

DATE: April 17, 2019

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

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

SUBJECT: **Authorize a Contract Amendment with HR Dynamics & Performance Management for Additional Analysis on the Compensation & Benefits Study and Approval of Increase in Non-Budgeted Expenditures in an Amount Not-to-Exceed \$15,000 for a Total Not-to-Exceed Contract Amount of \$40,000**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the contract amendment with HR Dynamics & Performance Management, in an additional not-to-exceed amount of \$15,000, for additional analysis on the Compensation & Benefits Study.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

In finalizing the draft Compensation and Benefits Study, City staff identified an area within the study relating to a group of classifications that requires further analysis. As such, Staff is recommending the contract amendment to expand the scope of work within the Compensation & Benefits Study.

Background

In preparation of labor negotiations, City staff secured the professional consultant services of Rhonda Strout-Garcia of HR Dynamics and Performance Management for the purpose of the completion of a compensation and benefits study of all full-time classifications. City staff, the Consultant and representatives from the South Pasadena Firefighters' Association, South Pasadena Police Officers' Association, and the South Pasadena Public Service Employees' Association all provided input as to which cities should be included as benchmark survey cities for the study. A total of 85 full-time classifications were examined and nine cities were selected as benchmark cities for the study. The draft study identified certain areas requiring further research and analysis, as such staff is recommending the contract amendment to expand the original scope to allow for the additional analysis to complete the study.

Authorize an Amendment with HR Dynamics & Performance Management

April 17, 2019

Page 2 of 2

Legal Review

The City Attorney reviewed the original contract and has reviewed this contract amendment and has opined the contract amendment can be approved as to form.

Fiscal Impact

Approval of this contract amendment will result in an increase in non-budgeted expenditures within the Management Services - Human Resources Professional Services account in the amount of \$15,000.

Public Notification of Agenda Item

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

Attachments:

1. Proposed Contract Amendment
2. Original Contact

ATTACHMENT 1
Proposed Contract Amendment

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

This Amendment to Professional Services Agreement for Consultant Services is made and entered into as of the 9th day of April 2019 ("Amendment Date"), by and between the **City of South Pasadena**, a California municipal corporation ("City"), and **HR Dynamics & Performance Management**, a corporation ("Consultant").

WHEREAS, Consultant and City entered into that certain Professional Services Agreement for Consultant Services dated February 9, 2019 ("Original Agreement"), whereby Consultant agreed to assist the City in conducting a comprehensive compensation and benefits study and preparing a report of the findings for all full-time classifications for maximum cost of \$25,000; and

WHEREAS, Consultant and City now desire to amend the Agreement to increase the Scope of Work regarding additional planning projects and services, extend the term of the Agreement, and provide for the compensation of the additional work on the terms and conditions set forth herein;

THEREFORE, it is agreed by City and Consultant to amend the Agreement as follows:

1. **SCOPE OF SERVICES.** Section 3.1 "Scope of Services" is amended to read: Such professional services as are set forth in Exhibit A and Exhibit A-1, attached hereto and incorporated herein by this reference.

2. **COMPENSATION**

Section 3.4 "Maximum Amount" is amended to read: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement Forty Thousand Dollars (\$40,000), which is comprised of \$25,000 for the Scope of Services rendered pursuant to Exhibit A, and \$15,000 for the Scope of Services rendered pursuant to Exhibit A-1.

3. **TERM OF AMENDMENT**

The termination date set forth in Section 3.6 is hereby amended to June 30, 2019.

4. **NOTICE**

All notices required by the original Agreement shall be given to the City and to Consultant in writing, by personal delivery or first-class mail postage prepaid, addressed as follows:

City Mariam Lee Ko, Human Resources Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7312
Facsimile: (626) 403-7313

Consultant Rhonda D. Strout-Garcia
HR Dynamics & Performance Management, Inc.
461 Green Orchard Place
Riverside, CA 92506
Telephone: (951) 999-1617

5. FULL FORCE AND EFFECT

Except as modified pursuant to this amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SOUTH PASADENA, CA

HR Dynamics & Performance Management, Inc

By: _____

By: Rhonda Strout-Garcia

Name: _____

Rhonda Strout-Garcia

Title: _____

Principal Consultant/Owner

APPROVED AS TO FORM:

City Attorney



PROPOSAL FOR HUMAN RESOURCES CONSULTING

April 9, 2019

CITY OF SOUTH PASADENA



CONTRACT AMENDMENT – EXHIBIT “A-1”

HR Dynamics & Performance Management, Inc. is pleased to provide the City of South Pasadena with a proposal for professional human resources consulting services. The City Manager has expressed the need for skilled project-oriented human resources services in the areas of classification and compensation. HR Dynamics & Performance Management, Inc. consultants are uniquely qualified to perform the services desired, with successful backgrounds in public sector human resources management, and extensive service to public, private, and non-profit agencies.

SCOPE OF WORK

The following services are to be performed:

Task #1 - Provide advisement and recommendations concerning the implementation of the recently conducted Compensation and Benefits Survey results; collect additional data elements and summarize the results (MOU timeframes, and single rate for benefits); research and respond to inquiries concerning the data and findings.

Task #2 - Evaluate and recommend revised organizational structures for a designated City department; review the organizational structures of comparable agencies and summarize the findings; develop new classifications and update existing classifications; determine FLSA (exempt vs. non-exempt) status consistent with FLSA standards for new and existing classifications included in the departmental evaluation; evaluate and recommend salary structure for departmental classifications.

1. Conduct conference call with City Manager and HR Manager to discuss proposed organizational changes and goals; discuss class concepts and essential duties for existing classifications and newly proposed classifications; discuss data elements to include in the review of comparable agencies.

2. Conduct survey of comparable agencies to determine departmental organizational structures, and identify patterns/trends and best practices; determine FLSA status (exempt vs. non-exempt) for new classifications.
3. Analyze data; develop recommended approach to the organizational structure.
4. Prepare new and/or revised class specifications for departmental classification series.
5. Conduct salary survey for any new levels, not previously included in the Compensation Study, and prepare salary recommendations for new and revised job classes.
6. Meet with City Manager/Human Resources Manager to discuss the proposed changes to the departmental organizational structure, and recommendations.

The following **deliverables** will be provided at the conclusion of the project:

- Job descriptions for newly proposed and revised classifications.
- Organization chart and salary structure for departmental classification recommendations based on internal/external alignment.

FEES FOR SERVICES

The above services shall be provided on an hourly fee basis at the rate of \$135/hour, not to exceed \$15,000.

AGREEMENT

STEPHANIE DEWOLFE,
 City Manager
 City of South Pasadena

RHONDA D. STROUT-GARCIA,
 Principal Consultant/Owner
 HR Dynamics & Performance
 Management, Inc.

 Date

 Date

HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.
Henry T. Garcia, Principal Consultant/Owner
Rhonda D. Strout-Garcia, Principal Consultant/Owner
 Website: HRDPM.COM.
 (951) 999-1617 or (951) 905-0025

ATTACHMENT 2
Original Contract

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / *HR Dynamics & Performance Management, Inc.*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and HR Dynamics & Performance Management Inc., a consulting services company ("Consultant").

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. "Scope of Services": Such professional services as are set forth in Consultant's ^{31st (JLL)} January 27, 2019 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is Marian Lee Ko, Human Resources Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and

any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty-five Thousand Dollars (\$ 25,000).
- 3.5. "Commencement Date": January 27, 2019
- 3.6. "Termination Date": June 30, 2019

4. TERM

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

5. CONSULTANT'S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rhonda D. Strout Garcia shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time

during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant

shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

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

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- **General Liability:**
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - 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
- **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. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.6. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.7. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and

Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.8. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.9. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: ~~Marian Lee Ko~~ Human Resources Manager, 1414 Mission Street, South Pasadena, CA 91030.
- 12.10. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.11. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.12. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

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

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

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

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Mariam Lee Ko
City of South Pasadena
Human Resources
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7312
Facsimile: (626) 403-7313

If to Consultant

Rhonda D. Strout-Garcia
HR Dynamics & Performance Management,
Inc.
461 Green Orchard Place
Riverside, CA 92506
Telephone: (951) 905-0025HR

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.


- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

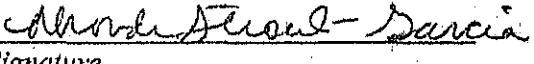
18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.


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

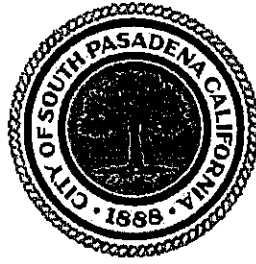
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of South Pasadena
By: 
Signature
Printed: Stephanie DeWolfe
Title: City Manager
Date: 2/19/2019

"Consultant"
HR Dynamics & Performance Management, Inc.
By: 
Signature
Printed: RHONDA STROUT-GARCIA
Title: PRINCIPAL CONSULTANT
Date: 2/19/19

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney
Date: 2/20/2019



PROPOSAL FOR COMPENSATION STUDY

CITY OF SOUTH PASADENA

HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

January 31, 2019

HR Dynamics & Performance Management, Inc. is pleased to provide the City of South Pasadena with a proposal for professional Human Resources Consulting services.

SCOPE

The City of South Pasadena has expressed the need to conduct a City-wide Compensation Study. The Study shall include up to 85 job classifications, utilizing nine (9) comparable agencies.*

**Defined work shall be performed independently by the Consultant, who shall determine the manner and means in which to achieve the described work products.*

METHODOLOGY

Tasks
<i>Step 1 – Preparation/Data Collection</i>
1. Review City's MOU's and organizational policies to determine any established methods and protocols for the conduct of the survey (e.g. defined comparable agencies, comparison at average, median, or other percentile).
2. Determine City's desired format for presentation of results and establish Excel spreadsheets for data collection.
3. Identify key Human Resources contacts within each comparable agency for liaison purposes with regard to data collection and issues of clarification. Contact liaisons to obtain support for salary and benefit survey participation.
4. Research and identify preliminary data publically available via website information, including salary resolutions/schedules, and organizational charts.
<i>Step 2 – Salary Survey</i>

Tasks
1. Develop salary survey instrument and job summary descriptions for designated benchmark classes to include four represented groups, and one unrepresented group, for a total of up to sixty job classifications; evaluate and recommend benchmark classes, where appropriate.
2. Conduct salary survey with prescribed comparable agencies, as determined by the City; distribute survey by mail, and/or email, as appropriate.
3. Conduct follow-up with comparison agencies to obtain requested data and to ensure comparability of job matches; extract data from documentation provided by agencies as required.
4. Compile and analyze survey data, compute market averages and additional calculations as required by policy and MOU's.
5. Compare the City's salaries for all classifications using determined method (e.g. comparison to market average); prepare summary overview describing results.
6. Recommend adjustments to benchmark classes (and related classes) based on survey results, in accordance with the City's policy and MOU's.
<i>Step 3 – Preliminary and Final Reports</i>
1. Prepare and submit draft report to the City Manager consisting of individual pages for each classification, and a cover page/executive summary of the process and results; receive feedback and make necessary adjustments.
2. Prepare and submit final report and submit to the City Manager.

CONSIDERATION

For the services described above, the fee shall consist of a flat rate of \$25,000, inclusive of all expenses.

Fees were estimated as follows:

Salary data collection @ 18 hours per agency for up to nine (9) agencies (or 1.9 hours per job class)	162 hours
Spreadsheet development, calculations, analysis, and report development	60 hours

TIMELINE

Consultant shall prepare a detailed timeline in order to achieve desired results, to be accomplished within a four to six week range. An initial group of fourteen (14) job classes, representing all bargaining groups and all levels, shall be surveyed with results presented no later than March 1, 2019. (Note: Consultant has a previous obligation from 3/22/19 – 4/6/19)

and will schedule tasks prior to and after these dates).



HR DYNAMICS & PERFORMANCE MANAGEMENT, INC.

Henry T. Garcia, Principal Consultant/Owner

Rhonda D. Strout-Garcia, Principal Consultant/Owner

*Premier Consulting Services provided by Seasoned Public Sector Professionals.
Customized to meet the Client's needs.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 4200 Concoors, Suite #350 Ontario CA 91764		CONTACT NAME: Laura Aguinaga PHONE (A/C No. Ext): (909) 243-8200 FAX (A/C No.): E-MAIL ADDRESS:	
INSURED Hx Dynamics & Performance 461 Green Orchard Pl Riverside CA 92506		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL192574768

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			416BANN0763	1/9/2019	1/9/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 XCYBR \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIREO AUTOS <input type="checkbox"/> NON-OWNED AUTOS			416BANN0763	1/9/2019	1/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Referenced HR Projects;

CERTIFICATE HOLDER**CANCELLATION**

City of South Pasadena
 1414 Mission St. South
 Pasadena, CA 91030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Marshon/NGARCI

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
 INS025 (201401)

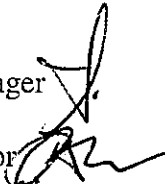
The ACORD name and logo are registered marks of ACORD




City Council Agenda Report

ITEM NO. 30

DATE: April 17, 2018

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Craig Koehler, Finance Director 

SUBJECT: **Presentation of the Draft Comprehensive Annual Financial Report for Fiscal Year Ending June 30, 2018**

Recommendation Action

It is recommended that the City Council receive and file the Draft City of South Pasadena's (City) Comprehensive Annual Financial Report (CAFR) for the Fiscal Year (FY) ending June 30, 2018.

Executive Summary

The CAFR is a complete set of financial statements that summarizes the city's financial position for the Fiscal Year. The report is prepared annually by city staff and audited by an independent auditing firm. The purpose of the audit is to provide a reasonable assurance from an independent source that the information is reliable. The audit for FY18 was recently completed by Rogers, Anderson, Melody & Scott, LLP, who rendered an unmodified opinion, the optimal opinion issued by independent auditors. The City's net position increased by \$4,277,162 over the prior year; this was due primarily to the increased value of the City's capital assets such as land, infrastructure and buildings, minus the increases in the City's net pension liability, and loans payable.

Commission Review and Recommendation

This will be reviewed by the Finance Commission at a regular meeting scheduled for April 25, 2019.

Discussion/Analysis

For FY2017-18, the accounting firms of Rogers, Anderson, Malody, & Scott, LLP, performed an independent audit to determine that the financial statements are fairly presented and free from material misstatement. The independent auditor concluded there was reasonable basis for rendering an unmodified opinion, and that City's financial statements are fairly presented in conformity with (GAAP).

Listed below are financial highlights for FY 2017-18:

- The assets of the City exceeded liabilities at the close of the most recent fiscal year by \$77,650, 459.
- At the close of the current Fiscal Year, the City’s governmental funds reported combined fund balances of \$24,149,604 a decrease of (\$494,660). Of the amount, \$10,308,576 or approximately 43% of the total fund balances are available for spending at the City’s discretion (emergency reserve fund balance). This fund balance is reserved for emergencies designated for capital and noncapital projects.
- At the end of the fiscal year, the emergency reserve fund balance (unrestricted) for the General Fund was \$11,182,760, or 44% of the General Fund expenditures.
- The City’s total net investment in capital assets increased by \$6,255,524 over the prior fiscal year.

There are two primary citywide financial statements: Statement of Net Position and the Statement of Activities. Similar to a balance sheet in private sector accounting, the Statement of Net Position presents the City’s overall financial position at a specific point in time – in the City’s case, this is as of the last day of the fiscal year (June 30, 2018).

The Statement of Activities is similar to the income statement, presenting the City’s results of operations over a period of time.

City of South Pasadena Net Position
As of June 30, 2018 and 2017

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and other assets	\$ 27,717,339	\$ 27,260,514	\$ 14,274,295	\$ 14,784,133	\$ 41,991,634	\$ 42,044,647
Capital assets	62,806,755	59,774,372	74,217,620	70,811,859	137,024,375	130,586,231
Total assets	90,524,094	87,034,886	88,491,915	85,595,992	179,016,009	172,630,878
Deferred outflow of resources	9,923,516	7,031,413	6,640,100	6,712,800	16,563,616	13,744,213
Long-term liabilities	48,591,497	37,867,757	58,327,986	57,391,243	106,919,483	95,259,000
Other liabilities	3,273,859	2,174,739	3,668,754	5,217,584	6,942,613	7,392,323
Total liabilities	51,865,356	40,042,496	61,996,740	62,608,827	113,862,096	102,651,323
Deferred inflow of resources	3,649,673	3,051,477	417,397	220,528	4,067,070	3,272,005
Net investment in capital assets	62,806,755	59,774,372	25,526,014	22,302,873	88,332,769	82,077,245
Restricted	6,336,084	6,328,022	1,154,374	2,998,161	7,490,458	9,326,183
Unrestricted	(24,210,258)	(15,130,068)	6,037,490	4,178,403	(18,172,768)	(10,951,665)
Total net position	\$ 44,932,581	\$ 50,972,326	\$ 32,717,878	\$ 29,479,437	\$ 77,650,459	\$ 80,451,763

The table above presents a summarized version of the City’s Statement of Net Position for FY 2017-18, and a comparison to the previous fiscal year. Net position may serve as a useful indicator of a government’s financial position. In the case of the City, assets exceeded liabilities by \$77,650,459 at the close of the fiscal year. This represents an increase of \$4,956,247, or 7% from the prior year.

Net investment in capital assets of \$88,332,769 are by far the largest portion of the City's net position, and reflects its investment in non-liquid capital assets (e.g. land, infrastructure, buildings, and equipment). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. The second portion of the City net position, \$7,490,458, represents special revenue resources that are subject to external restrictions on how they may be used.

**City of South Pasadena Net Position
As of June 30, 2018 and 2017**

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Program revenues:						
Charges for services	\$ 4,771,481	\$ 5,180,333	\$ 12,611,113	\$ 11,490,222	\$ 17,382,594	\$ 16,670,555
Operating contributions and grants	972,026	1,471,113	200,167	-	1,172,193	1,471,113
Capital contributions and grants	1,325,968	2,418,236	-	-	1,325,968	2,418,236
General revenues:						
Property taxes	14,135,844	13,236,932	-	-	14,135,844	13,236,932
Other taxes	8,929,003	8,915,921	-	-	8,929,003	8,915,921
Intergovernmental	-	11,660	-	-	-	11,660
Use of money and property	650,749	553,165	92,551	(2,802)	743,300	550,363
Other	130,310	38,877	216,693	171,452	347,003	210,329
Total revenues	30,915,381	31,826,237	13,120,524	11,658,872	44,035,905	43,485,109
Expenses:						
General government	5,560,722	4,324,484	-	-	5,560,722	4,324,484
Public safety	14,624,313	15,596,078	-	-	14,624,313	15,596,078
Public works	1,037,091	5,529,025	-	-	1,037,091	5,529,025
Community services	3,819,654	3,566,285	-	-	3,819,654	3,566,285
Community development	5,197,516	1,289,447	-	-	5,197,516	1,289,447
Water	-	-	7,060,363	7,028,827	7,060,363	7,028,827
Sewer	-	-	686,672	1,012,338	686,672	1,012,338
Golf course	-	-	1,096,327	1,032,358	1,096,327	1,032,358
Total expenses	30,239,296	30,305,319	8,843,362	9,073,523	39,082,658	39,378,842
Income before transfers	676,085	1,520,918	4,277,162	2,585,349	4,953,247	4,106,267
Transfers	-	24,514	-	(24,514)	-	-
Increase in net position	676,085	1,545,432	4,277,162	2,560,835	4,953,247	4,106,267
Net position, beginning, as restated	44,256,496	49,426,894	28,440,716	26,918,602	72,697,212	76,345,496
Net position, ending June 30, 2018	\$ 44,932,581	\$ 50,972,326	\$ 32,717,878	\$ 29,479,437	\$ 77,650,459	\$ 80,451,763

Governmental activities net position increased by \$676,085, after the prior period restatement, due to GASB Statement No. 68, Accounting and Financial Reporting for Pensions, GASB No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date, and GASB 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.

Business activities net position increased by \$3,238,441 over the prior year due primarily to construction-in-progress on the Garfield Reservoir Reconstruction Project.

Background

After the close of each fiscal year, the Finance Department is responsible for the preparation and publication of the City's CAFR following an independent, certified audit. The goal of the financial audit and report is to provide users with a reasonable assurance that the information presented in the statements is accurate and timely.

The CAFR presents information on the status of the City's financial affairs, first on a citywide basis (Government-Wide Financial Statements) in which all the City activities are reported as governmental activities and business-type activities. A second set of statements (Fund Financial Statements) report separately the activities of all City Funds.

The CAFR is organized into three primary sections:

1. Introductory Section – includes the Finance Director's Letter of Transmittal, List of Principal Officials, and the Organization Chart.
2. Financial Section – includes the Independent Auditors' Report, Management's Discussion and Analysis, and the general purpose financial statements, consisting of the combined financial statements, notes to the financial statements, and supplemental statements.
3. Statistical Section – includes comparative information on pertinent City data, such as expenditures, revenues, assessed valuations, tax levies, demographic data, and performance measurements.

The CAFR is important for a number of reasons:

- The CAFR is utilized by the investment community, including bond buyers, underwriters, bond issuers, and credit rating agencies.
- It serves as a public information tool in the form of a comprehensive presentation of all of the City's financial activities.
- Due to a standardized format, the CAFR serves as a tool to provide a meaningful comparison to similar data for other cities.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no cost associated with the presentation of this report.

Public Notification of Agenda Item

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

Attachment: Draft Comprehensive Annual Financial Report for the Fiscal Year Ending June 30, 2018

Draft
Subject to Change

CITY OF SOUTH PASADENA, CALIFORNIA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED JUNE 30, 2018

PREPARED BY: FINANCE DEPARTMENT

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
JUNE 30, 2018**

TABLE OF CONTENTS

INTRODUCTORY SECTION:

Letter of Transmittal	i
Organizational Chart	v
List of Principal Officials	vi
GFOA Certificate of Achievement for Excellence in Financial Reporting.....	vii

FINANCIAL SECTION:

Independent Auditor's Report	1
Management's Discussion and Analysis	4
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position.....	12
Statement of Activities.....	13
Fund Financial Statements	
Balance Sheet – Governmental Funds	15
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	16
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	17
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	18
Proprietary Funds	
Statement of Net Position.....	19
Statement of Revenues, Expenses and Changes in Fund Net Position	20
Statement of Cash Flows	21
Fiduciary Funds	
Statement of Fiduciary Net Position	22
Statement of Changes in Fiduciary Net Position	23
Notes to Financial Statements	24
Required Supplementary Information:	
Budgetary Comparison Schedule by Department	
General Fund	61

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
JUNE 30, 2018**

TABLE OF CONTENTS, (Continued)

FINANCIAL SECTION, (Continued):

Required Supplementary Information, (continued):

- Schedule of Proportionate Share of the Net Pension Liability and Related Ratios – Cost Sharing 62
- Schedule of Plan Contributions – Cost Sharing 63
- Schedule of Changes in the Total OPEB Liability and Related Ratios..... 64
- Notes to Required Supplementary Information 65

Supplementary Information:

- Non-Major Governmental Funds 66
 - Combining Balance Sheet 69
 - Combining Statement of Revenues, Expenditures and Changes in Fund Balance 77
- Schedule of Revenues, Expenditures and Fund Balance - Budget and Actual
 - Proposition A 85
 - Proposition C 86
 - Street Lighting 87
 - Clean Air Act 88
 - Parking and Business Development 89
 - Gold Line Mitigation 90
 - Mission Meridian Public Garage 91
 - State Gas Tax 92
 - County Park Bond 93
 - Capital Growth Requirements 94
 - CDBG 95
 - Bike and Pedestrian Paths 96
 - State Police Grant 97
 - Park Impact Fees 98
 - Measure R 99
 - TDA/Metro Grant Fund 100
 - Public Education 101
 - BTA Grant Fund 102
 - Housing Authority 103
 - HSIP Grant Fund 104
 - Facilities and Equipment Capital Project 105
 - Streets Improvement Program Capital Project 106

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
JUNE 30, 2018**

TABLE OF CONTENTS, (Continued)

STATISTICAL SECTION (UNAUDITED):

Net Position by Component
Changes in Net Position.....
Fund Balances of Governmental Funds.....
Changes in Fund Balances of Governmental Funds
Assessed Value and Estimated Actual Value of Taxable Property.....
Direct and Overlapping Property Tax Rates
Principal Property Taxpayers.....
Property Tax Levies and Collections.....
Ratios of Outstanding Debt by Type
Ratios of General Bonded Debt Outstanding.....
Legal Debt Margin Information.....
Pledged-Revenue Coverage.....
Direct and Overlapping Debt.....
Demographic and Economic Statistics.....
Principal Employers
Full-Time and Part-Time Employees by Function
Operating Indicators by Function
Capital Asset Statistics by Function/Program

April 17, 2019

Honorable Mayor and Members of the City Council,

We proudly present to you the City of South Pasadena's Comprehensive Annual Financial Report (CAFR). This report consists of management's representations concerning the finances of the City of South Pasadena. It was prepared by the Finance Department in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Government Accounting Standards Board (GASB). Management assumes full responsibility for the completeness and reliability of all of the information presented in this report. We believe that the data presented is complete and reliable in all material respects; that it is presented in a manner designed to fairly set forth the financial activity of the City's various funds; and that all disclosures necessary to enable the reader to gain a good understanding of the City's financial activity have been included.

The City's financial statements have been audited by Rogers, Anderson, Malody & Scott, LLP, a licensed certified public accounting firm. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2018, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of South Pasadena's financial statements for the fiscal year ended June 30, 2018, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the CAFR.

Profile of the City of South Pasadena

South Pasadena is located approximately six miles northeast of downtown Los Angeles, on the west side of the San Gabriel Valley between the cities of Pasadena, San Marino, Los Angeles and Alhambra and has a population of 25,992. Founded in 1874 by the Indiana Colony, the City encompasses 3.44 square miles and was incorporated as a General Law city of the State of California on March 2, 1888. South Pasadena is noted for its beautiful, historically significant homes on tree-lined streets, for its excellent public schools and for a small-town atmosphere in the midst of greater Los Angeles.

The City is a full-service general law city that operates under the Council-Manager form of government. The City Council consists of five members elected to four-year staggered terms of office. The Mayor is selected from the City Council members and serves a one-year term. The City's other elected officials are the City Treasurer and City Clerk, each of whom serves a four-year term of office.

The City provides a full range of services, including police and fire protection; the construction and maintenance of streets and other infrastructure; sewer services; water utility; refuse collection; public improvements; planning and zoning; recreational activities and cultural events; library operations; and general administrative and support services.

The annual budget serves as the foundation of the City's financial planning and control. The City Council holds public hearings and adopts an annual budget resolution by July 1 of each fiscal year for all funds and account groups. The City Council may modify appropriations with majority approval. The budgets are adopted and presented on a basis consistent with generally accepted accounting principles.

Changes in budget appropriations at the fund level during the year must be approved by the City Council. The legal level of expenditures is controlled at the fund level, and appropriations lapse at the end of each fiscal year unless encumbered for re-appropriation by the City Council in the following fiscal year. Department heads may, without Council approval, amend individual line items within their departments, within the same fund and only within the maintenance and operations portions of the budget, without increasing total appropriations. The City Manager may, without Council approval, amend individual line items within any fund, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for that fund.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the environment within which the City of South Pasadena operates.

Local Economy. For FY 2017/18, the City of South Pasadena, the greater Los Angeles region and the State of California, have shown increasing revenues over the last several years as the region has recovered from the 2008 recession.

Property taxes are the City's largest tax source and make up approximately half of the General Fund revenues. The City of South Pasadena experienced a net taxable value increase of 6.0% for the 2017/18 tax roll, while Los Angeles County experienced an increase in assessed values of 7.0% over the prior year due to a strong rebound in residential real estate values. In the City of South Pasadena, assessed values increased by \$274 million over FY 2016/17. Property taxes have demonstrated consistent strong increases in growth in assessed values and in corresponding tax collections, partially because the City's extremely high quality of life makes it a desirable place to live and work. Moreover, the City's proximity to commercial and cultural developments in greater Pasadena offers our residents distinct lifestyle advantages. South Pasadena's assessed values and property taxes are expected to continue performing strongly as the general economy improves. Data also show that South Pasadena retains \$0.24 for every dollar of property tax collected within the City, while new cities receive only \$0.05 for every dollar of property tax collected within their city boundaries.

The Utility Users Tax (UUT) is the second largest revenue source for the General Fund, at \$3.4 million. At the November 2018 local elections, the South Pasadena community voted to extend the UUT for four years, while retaining the amount at the current 7.5%.

Overall, South Pasadena continues to remain in satisfactory financial condition thanks to a relatively diverse and stable revenue base. Our core services have remained consistent despite certain revenue losses to the State as a result of the dissolution of redevelopment agencies. However, with the shifting of the former property tax increment back to affected taxing agencies, the City has been recovering some of this lost revenue.

Long-Term Financial Planning for Infrastructure. In 2009, the City established a long-range vision for its sewer and water enterprises by issuing bonds and adjusting charges for service to finance many critically needed improvements. Since then, the water and sewer rates needed for the restoration and rehabilitation of the aging water and sewer infrastructure have increased by over 100%. Since 2009, the City has spent approximately \$37.0 million upgrading the water system, and \$7.08 million upgrading the sewer system. The City expects to spend an additional \$10 million over the next two years on these projects. For the last five fiscal years, the City Council has also voted to commit at least \$2 million annually towards the rehabilitation of city streets.

Internal Controls. The management of the City is responsible for establishing and maintaining an internal control structure to ensure that the assets of the City are protected from loss, theft or misuse, and to ensure that adequate account data is compiled for the preparation of financial statements, in conformity with generally accepted accounting principles. The internal control structure is designed to provide reasonable, but not absolute assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control structure should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and sound judgments by management.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of South Pasadena for its CAFR for the fiscal year ended June 30, 2017. The Certificate of Achievement is a prestigious national award, recognizing conformance with the highest standards for preparation of state and local government financial reports.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized CAFR, whose contents conform to program standards. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City of South Pasadena has received a Certificate of Achievement for the last 30 consecutive years (fiscal years ended 1987 through 2017). We believe our current report continues to conform to the Certificate of Achievement program requirements, and will again submit it to GFOA for award consideration.

The preparation and publication of this report is made possible through the dedication of the entire Finance Department staff, and especially from Armine Trashian, Accounting Manager. This report would also not have been possible without the leadership of the City Manager, Stephanie DeWolfe, and continued commitment from the City Council in conducting the financial operations and corresponding financial disclosures of the City in an open, public and transparent manner. Finally, thanks are extended to the firm of Rogers, Anderson, Malody & Scott, LLP, for their contributions towards improving our financial reporting.

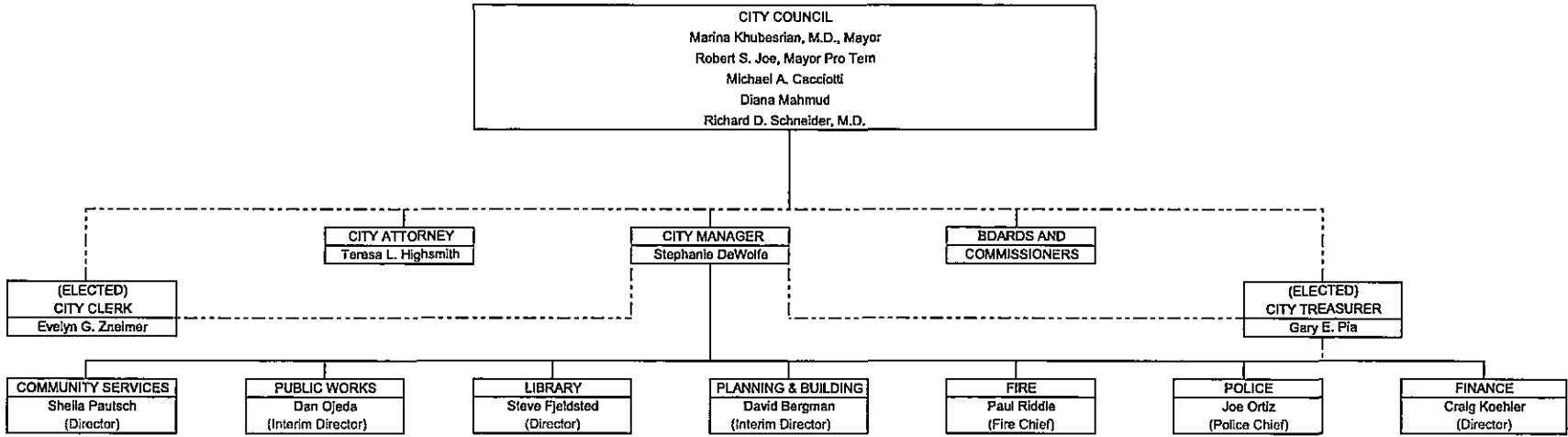
Respectfully submitted,

Craig Koehler

Craig Koehler
Finance Director

CITY OF SOUTH PASADENA
ORGANIZATIONAL CHART

2017 - 2018



v

CITY OF SOUTH PASADENA, CALIFORNIA

OFFICIALS OF THE CITY OF SOUTH PASADENA

CITY COUNCIL

Marina Khubesrian, M.D.
Mayor

Robert S. Joe
Mayor Pro Tempore

Michael A. Cacciotti
Mayor

Diana Mahmud
Councilmember

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

ADMINISTRATION AND DEPARTMENT HEADS

City Manager	Stephanie DeWolfe
City Clerk	Evelyn G. Zneimer
City Treasurer	Gary E. Pia
City Attorney	Teresa L. Highsmith
Director of Finance	Craig Koehler
Director of Library, Arts, and Culture	Steve Fjeldsted
Police Chief	Joe Ortiz
Director of Community Services	Sheila Pautsch
Fire Chief	Paul Riddle
Interim Director of Public Works	Dan Ojeda
Interim Director of Planning and Building	David Bergman



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of South Pasadena
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2017

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

The Honorable City Council
of the City of South Pasadena
South Pasadena, California

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Pasadena, California (City), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Pasadena, California, as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

Change in Accounting Principle

As described in Note 1, the City adopted provisions of Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pension*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information as noted in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of South Pasadena's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and the statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the nonmajor fund budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April xx, 2019 on our consideration of the City of South Pasadena's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of South Pasadena's internal control over financial reporting and compliance.

Rogers, Anderson, Malochy & Scott, LLP.

San Bernardino, California
April XX, 2019

This page intentionally left blank.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018**

As management of the City of South Pasadena, we offer readers of the City of South Pasadena's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended June 30, 2018. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal and the City's financial statements.

(A) Financial Highlights

- The assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$77,650,459. Unrestricted net position in an amount of (\$18,172,768) is primarily due to the City recording the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, and information about the fiduciary net position of the City's CalPERS plans per GASB Statements No. 68 and 71 and 75.
- The City's total net position increased by \$4,277,162.
- At the close of the current fiscal year, the City's governmental funds reported combined fund balances of \$24,149,604 a decrease of \$494,660. Of this amount, \$10,308,576 or approximately 43% of total fund balances are available for spending at the City's discretion (*unassigned fund balance*).
- At the end of the current fiscal year, the unassigned fund balance for the General Fund was \$11,182,760, or 44% of the total General Fund Expenditures.
- The City's net investment in capital assets increased \$6,255,524 from the prior fiscal year.

(B) Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, deferred outflows/inflows of resources, and liabilities, with the difference between these items reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of South Pasadena is improving or deteriorating.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018**

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, with the use of the accrual basis of accounting, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

Both the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, planning, building and safety, recreation, and debt service. The business-type activities of the City are its water, sewer, and golf course enterprises.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of South Pasadena, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City of South Pasadena maintains 30 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, which is considered to be a major fund for the purposes of this report. Data from the other 29 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these *non-major* governmental funds is provided in the form of *combining statements* elsewhere in this report.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018**

The City of South Pasadena adopts an annual appropriated budget for its General Fund and each of its special revenue funds. A budgetary comparison statement has been provided for each governmental fund to demonstrate compliance with this budget. The budgetary comparison statement for the General Fund is located in the basic financial statements; the budgetary comparison statements for the non-major governmental funds are presented in the Additional Financial Information section of this report.

Proprietary funds. The City of South Pasadena maintains two types of proprietary funds: enterprise fund and internal service fund. The enterprise fund is used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for the operations for its water and sewer utilities, and the municipal golf course. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The internal service fund is used to accumulate and allocate costs internally among the City's functions for general liability and workers' compensation insurance. Because the internal service operations benefit both governmental and business-type functions, they have been proportionally allocated and included within the governmental and business-like activities in the government-wide financial statements. Individual fund data for the internal service fund is provided in the form of combining statements in this report.

Fiduciary funds. The City of South Pasadena maintains one type of fiduciary fund, a private purpose trust fund. *Fiduciary funds* are used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support the government's own programs. The City uses one type of fiduciary fund, a private purpose trust fund, to account for the assets and liabilities of the former Community Redevelopment Agency.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found in notes to the financial statements.

The combining statements referred to earlier in connection with non-major governmental funds together with information are presented immediately following the notes to the financial statements.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 FOR THE YEAR ENDED JUNE 30, 2018**

(C) Government-wide Financial Analysis.

Net position may serve as a useful indicator of a government's financial position. In the case of the City of South Pasadena, assets exceeded liabilities by \$77,650,459 at the close of the most recent fiscal year. This represents an increase of \$4,953,247 or 7% from the prior year, primarily due to a decrease in construction in progress relating to the Sewer Project, offset by an increase in net pension liability and the 2012 State Loan Payable. The proceeds from the 2012 State Loan Payable are used by the City for its rehabilitation and replacement of the City's sewer infrastructure. The City must expend its own funds prior to drawing on the accessible loan. Capital Assets are by far the largest portion of the City's net position; \$88,332,769 or 114% reflects its investment in non-liquid capital assets (e.g. land, infrastructure, buildings, and equipment). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and other assets	\$ 27,717,339	\$ 27,260,514	\$ 14,274,295	\$ 14,784,133	\$ 41,991,634	\$ 42,044,647
Capital assets	62,806,755	59,774,372	74,217,620	70,811,859	137,024,375	130,586,231
Total assets	90,524,094	87,034,886	88,491,915	85,595,992	179,016,009	172,630,878
Deferred outflow of resources	9,923,516	7,031,413	6,640,100	6,712,800	16,563,616	13,744,213
Long-term liabilities	48,591,497	37,867,757	58,327,986	57,391,243	106,919,483	95,259,000
Other liabilities	3,273,859	2,174,739	3,668,754	5,217,584	6,942,613	7,392,323
Total liabilities	51,865,356	40,042,496	61,996,740	62,608,827	113,862,096	102,651,323
Deferred inflow of resources	3,649,673	3,051,477	417,397	220,528	4,067,070	3,272,005
Net investment in capital assets	62,806,755	59,774,372	25,526,014	22,302,873	88,332,769	82,077,245
Restricted	6,336,084	6,328,022	1,154,374	2,998,161	7,490,458	9,326,183
Unrestricted	(24,210,258)	(15,130,068)	6,037,490	4,178,403	(18,172,768)	(10,951,665)
Total net position	\$ 44,932,581	\$ 50,972,326	\$ 32,717,878	\$ 29,479,437	\$ 77,650,459	\$ 80,451,763

The second portion of the City net position of \$7,490,458 represents special revenue resources that are subject to external restrictions on how they may be used. Unrestricted net position shows a deficit balance of (\$18,182,768).

The City's governmental current assets increased by \$456,825 and capital assets increased by \$3,032,383. Capital assets increased due to construction activities in street projects.

The City's business-type current assets decreased by \$509,838, due to debt service payments capital spending on the Garfield Reservoir Construction project. The City reported a net increase of \$3,405,761 in capital assets due to an increase in construction-in-progress relating to the Garfield Reservoir Capital Project and Sewer Project. Upon completion, the City will transfer the construction-in-progress costs to infrastructure.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Program revenues:						
Charges for services	\$ 4,771,481	\$ 5,180,333	\$ 12,611,113	\$ 11,490,222	\$ 17,382,594	\$ 16,670,555
Operating contributions and grants	972,026	1,471,113	200,167	-	1,172,193	1,471,113
Capital contributions and grants	1,325,968	2,418,236	-	-	1,325,968	2,418,236
General revenues:						
Property taxes	14,135,844	13,236,932	-	-	14,135,844	13,236,932
Other taxes	8,929,003	8,915,921	-	-	8,929,003	8,915,921
Intergovernmental	-	11,660	-	-	-	11,660
Use of money and property	650,749	553,165	92,551	(2,802)	743,300	550,363
Other	130,310	38,877	216,693	171,452	347,003	210,329
Total revenues	30,915,381	31,826,237	13,120,524	11,658,872	44,035,905	43,485,109
Expenses:						
General government	5,560,722	4,324,484	-	-	5,560,722	4,324,484
Public safety	14,624,313	15,596,078	-	-	14,624,313	15,596,078
Public works	1,037,091	5,529,025	-	-	1,037,091	5,529,025
Community services	3,819,654	3,566,285	-	-	3,819,654	3,566,285
Community development	5,197,516	1,289,447	-	-	5,197,516	1,289,447
Water	-	-	7,060,363	7,028,827	7,060,363	7,028,827
Sewer	-	-	686,672	1,012,338	686,672	1,012,338
Golf course	-	-	1,096,327	1,032,358	1,096,327	1,032,358
Total expenses	30,239,296	30,305,319	8,843,362	9,073,523	39,082,658	39,378,842
Income before transfers	676,085	1,520,918	4,277,162	2,585,349	4,953,247	4,106,267
Transfers	-	24,514	-	(24,514)	-	-
Increase in net position	676,085	1,545,432	4,277,162	2,560,835	4,953,247	4,106,267
Net position, beginning, as restated	44,256,496	49,426,894	28,440,716	26,918,602	72,697,212	76,345,496
Net position, ending	\$ 44,932,581	\$ 50,972,326	\$ 32,717,878	\$ 29,479,437	\$ 77,650,459	\$ 80,451,763

Governmental Activities

Governmental activities net position increased by \$676,085, after the prior period restatement, due to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, GASB No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, and GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*.

Business-type Activities

The City's proprietary funds (enterprise and internal service funds) provide the same type of information found in the government-wide financial statements, but offers more detail in the form of a statement of cash flows. Unrestricted net position of the fund at the end of the fiscal year shows \$6,037,490. Total net position for these funds was \$32,717,878, an increase of \$3,238,441 (15%) over the prior year, due to increases in the capital construction expenses for the Garfield Reservoir Construction project.

(D) Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018**

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows and outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unreserved fund balance may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$24,149,604 a decrease of \$494,660 from the prior fiscal year. Approximately 43% of fund balances constitute the unassigned fund balance, which is available for spending at the City's discretion. The remainder of the fund balance is either restricted for projects undertaken in the Special Revenue Funds (26%), committed by City Council action for specific purposes (27%), or represents net position that are non-spendable resources (4%).

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the General Fund was \$11,182,760, while the total fund balance reached \$17,890,983. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. The unassigned fund balance represents 44% of General Fund expenditures, while the total fund balance represents 71% of that same amount.

The fund balance of the City's General Fund increased by \$1,265,803 in the current fiscal year. This represents an increase of 8% in fund balance from FY 2017. Key factors in this increase are as follows:

- Tax revenues increased \$846,391 or 4%. Property taxes are levied based on assessed values, although increases in the assessed values of properties with no change in ownership are generally limited to 2% annually. Property taxes increased by approximately \$900,000 and sales taxes increased by approximately \$13,000.
- Charges for Services revenues increased by \$13,943 compared to the prior year.
- Public Safety and Community Development Expenditures decreased by \$337,255 compared to the prior year.

General Fund Budgetary Highlights

The City adopts annual appropriated operating budgets for its governmental funds (General Fund, Special Revenue and Capital Projects Funds) and reports the results of operations on a budgetary comparison basis. The City also uses annual financial plans as a management tool for its enterprise funds, although the City does not report the results of these funds on a budgetary comparison basis.

In preparing its budgets, the City attempts to estimate its revenues using realistic, but conservative, methods so as to budget its expenditure appropriations and activities in a prudent manner. As a result, the City Council adopts budget adjustments during the course of the fiscal year to reflect both changed priorities and availability of additional revenues to allow for

**MANAGEMENT'S DISCUSSION AND ANALYSIS
 FOR THE YEAR ENDED JUNE 30, 2018**

expansion of existing programs. During the course of the year, the City Council amended the originally adopted budget for various additional programs.

The General Fund reflected a net total unfavorable budget variance of (\$2,051,468) when comparing actual amounts to the final budget for the current fiscal year. This budget variance reflects an unfavorable variance in revenues of (\$178,093) and an unfavorable variance in total expenditures of \$1,873,375 due to transfers out from the General Fund.

Capital Asset and Debt Administration

Capital assets. The City's investment in capital assets for its governmental activities and business-type activities as of June 30, 2018, amounts to \$62,806,755 and \$74,217,620 (net of accumulated depreciation), respectively. This investment in capital assets includes land, buildings, park improvements, roadways, vehicles, computer equipment, furniture, other equipment, and construction in progress.

Additional information on the City's capital assets can be found in Note 3 in the Notes to Financial Statements section of this report.

Long-term debt. Proprietary fund long-term debt decreased (\$533,584) during the current fiscal year due to reduction of principal in the 2013 and 2016 Water Revenue Bonds. Further details on long-term debt can be found in Notes 5 through 7 in the Notes to Financial Statements section of this report.

	Business-Type Activities	
	2018	2017
2012 State Loan Payable	\$ 7,415,790	\$ 6,373,623
2013 Water Revenue Bonds	5,370,000	5,720,000
Issuance Premium	311,765	339,478
2016 Water Revenue Bonds	36,855,000	37,845,000
Issuance Premium	4,420,816	4,628,854
Total long-term debt	<u>\$ 54,373,371</u>	<u>\$ 54,906,955</u>

Economic Factors and Next Year's Budget

Increases in the contributions toward employee pensions through the California Public Employees Retirement System (PERS) as well as the increasing unfunded liability for Other Post-Employment Benefits remain serious concerns. In order to begin addressing these issues, the South Pasadena City Council has already committed \$1,000,000 of the General Fund balance towards funding retiree benefits and has prepaid the annual unfunded liability for both classic miscellaneous and safety employees

Sales taxes generally are a direct reflection of the general economy. The City has a mature tax base, with no big box stores or car dealerships, etc. Sales taxes have been increasing. The City has emerged from recession and receipts have moved back to pre-recession levels.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018**

During the 2018 fiscal year, unassigned fund balance in the General Fund remained substantial at \$11,182,760. The fiscal year 2019 Budget includes funding for much-needed capital improvements to the City's streets, sewer and water systems, the latter being funded with proceeds from the 2016 Water Revenue Bond issue. It remains the intention of City management not to use fund balance reserves for purposes of meeting costs of operations.

Requests for Information

This financial report is designed to provide a general overview of the financial position of the City of South Pasadena for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be directed to Craig Koehler, Finance Director, ckoehler@southpasadenaca.gov, 626.403.7252, or by U.S. mail: Finance Department, 1414 Mission Street, South Pasadena, CA 91030.

**STATEMENT OF NET POSITION
JUNE 30, 2018**

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and investments	\$ 24,966,018	\$ 12,567,935	\$ 37,533,953
Receivables:			
Accounts	141,488	783,381	924,869
Taxes	836,645	-	836,645
Notes and loans	250,000	-	250,000
Accrued interest	124,835	51,383	176,218
Internal balances	600,000	(600,000)	-
Due from other governments	743,908	-	743,908
Inventories	54,445	317,222	371,667
Restricted assets:			
Cash and investments with fiscal agent	-	1,154,374	1,154,374
Capital assets, not being depreciated	4,300,537	565,013	4,865,550
Capital assets, net of accumulated depreciation	58,506,218	73,652,607	132,158,825
Total assets	<u>90,524,094</u>	<u>88,491,915</u>	<u>179,016,009</u>
Deferred outflows of resources			
Deferred loss on debt refunding	-	5,681,488	5,681,488
Pension related	9,365,333	872,241	10,237,574
OPEB related	558,183	86,371	644,554
Total deferred outflows of resources	<u>9,923,516</u>	<u>6,640,100</u>	<u>16,563,616</u>
Liabilities			
Accounts payable	1,888,193	1,489,995	3,378,188
Accrued liabilities	580,502	24,293	604,795
Accrued interest	-	450,656	450,656
Deposits payable	805,164	273,059	1,078,223
Noncurrent liabilities:			
Due within one year	-	1,430,751	1,430,751
Due in more than one year	-	52,942,620	52,942,620
Compensated absences	801,087	42,291	843,378
Net pension liability	33,307,942	3,102,139	36,410,081
Net OPEB liability	14,482,468	2,240,936	16,723,404
Total liabilities	<u>51,865,356</u>	<u>61,996,740</u>	<u>113,862,096</u>
Deferred inflows of resources			
Pension related	2,391,818	222,763	2,614,581
OPEB related	1,257,855	194,634	1,452,489
Total deferred outflows of resources	<u>3,649,673</u>	<u>417,397</u>	<u>4,067,070</u>
Net position			
Net investment in capital assets	62,806,755	25,526,014	88,332,769
Restricted for:			
Community development projects	1,244,049	-	1,244,049
Public safety	167,630	-	167,630
Community services	1,173,553	-	1,173,553
Public works	3,094,087	-	3,094,087
Capital projects	656,765	-	656,765
Debt service	-	1,154,374	1,154,374
Unrestricted	(24,210,258)	6,037,490	(18,172,768)
Total net position (deficit)	<u>\$ 44,932,581</u>	<u>\$ 32,717,878</u>	<u>\$ 77,650,459</u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED JUNE 30, 2018**

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental activities:				
General government	\$ 5,560,722	\$ 922,603	\$ 48,304	\$ -
Public safety	14,624,313	1,554,948	173,401	-
Community development	1,037,091	3,160	22,189	-
Community services	3,819,654	841,445	25,248	143,601
Public works	5,197,516	1,449,325	702,884	1,182,367
Total governmental activities	30,239,296	4,771,481	972,026	1,325,968
Business-type activities:				
Water	7,060,363	9,830,246	200,167	-
Sewer	686,672	1,614,351	-	-
Arroyo Seco Golf Course	1,096,327	1,166,516	-	-
Total business-type activities	8,843,362	12,611,113	200,167	-
Total Primary Government	\$ 39,082,658	\$ 17,382,594	\$ 1,172,193	\$ 1,325,968

General revenues:

Taxes:

Property taxes

Sales taxes

Franchise taxes

Business license taxes

Utility users tax

Other taxes

Motor vehicle in lieu

Use of money and property

Other

Total general revenues

Change in Net Position

Net Position - Beginning, as restated

Net Position - Ending

The accompanying notes are an integral part of these financial statements.

(continued)

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Total
\$ (4,589,815)	\$ -	\$ (4,589,815)
(12,895,964)	-	(12,895,964)
(1,011,742)	-	(1,011,742)
(2,809,360)	-	(2,809,360)
(1,862,940)	-	(1,862,940)
<u>(23,169,821)</u>	<u>-</u>	<u>(23,169,821)</u>
-	2,970,050	2,970,050
-	927,679	927,679
-	70,189	70,189
-	<u>3,967,918</u>	<u>3,967,918</u>
<u>(23,169,821)</u>	<u>3,967,918</u>	<u>(19,201,903)</u>
14,135,844	-	14,135,844
3,965,016	-	3,965,016
784,736	-	784,736
389,726	-	389,726
3,345,582	-	3,345,582
430,261	-	430,261
13,682	-	13,682
650,749	92,551	743,300
130,310	216,693	347,003
<u>23,845,906</u>	<u>309,244</u>	<u>24,155,150</u>
676,085	4,277,162	4,953,247
44,256,496	28,440,716	72,697,212
<u>\$ 44,932,581</u>	<u>\$ 32,717,878</u>	<u>\$ 77,650,459</u>

**BALANCE SHEET – GOVERNMENTAL FUNDS
JUNE 30, 2018**

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS			
Pooled Cash and investments	\$ 17,017,102	\$ 7,886,864	\$ 24,903,966
Receivables:			
Accounts	138,048	3,440	141,488
Taxes	819,315	17,330	836,645
Notes and loans	250,000	-	250,000
Accrued interest	100,636	24,199	124,835
Due from other governments	397,102	346,806	743,908
Due from other funds	763,612	-	763,612
Advances to other funds	600,000	-	600,000
Inventories	54,445	-	54,445
Total assets	\$ 20,140,260	\$ 8,278,639	\$ 28,418,899
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 888,199	\$ 997,406	\$ 1,885,605
Accrued liabilities	566,526	13,976	580,502
Deposits payable	794,552	10,612	805,164
Due to other funds	-	763,612	763,612
Total liabilities	2,249,277	1,785,606	4,034,883
Deferred Inflows of Resources:			
Unavailable revenue	-	234,412	234,412
Fund Balances:			
Nonspendable			
Inventories	54,445	-	54,445
Notes and loans	250,000	-	250,000
Advances to other funds	600,000	-	600,000
Restricted for:			
Community development projects	-	1,244,049	1,244,049
Public safety - police	-	167,630	167,630
Community services	-	1,173,553	1,173,553
Public works - streets and roads	-	2,817,340	2,817,340
Capital projects	-	656,765	656,765
Public works - street lighting	-	276,747	276,747
Committed to:			
Capital projects	-	796,721	796,721
Arroyo Golf Course Facility	1,100,000	-	1,100,000
CalTrans Vacant Lot Purchases	750,000	-	750,000
Emergency Operations Center	300,000	-	300,000
Legal Services Reserve	500,000	-	500,000
Library Expansion	200,000	-	200,000
Maintenance Yard/Community Center Reserve	317,130	-	317,130
Monterey Road Improvements	500,000	-	500,000
Renewable Energy Sources	350,000	-	350,000
Retiree Medical Benefits	500,000	-	500,000
Retiree Pension Benefits	500,000	-	500,000
Sidewalk Improvements	180,000	-	180,000
Tree Replacement	50,000	-	50,000
General Plan Reserve	109,648	-	109,648
Stormwater Reserve	300,000	-	300,000
Library Park Drainage Reserve	147,000	-	147,000
Unassigned	11,182,760	(874,184)	10,308,576
Total fund balances	17,890,983	6,258,621	24,149,604
Total liabilities, deferred inflows of resources and fund balances	\$ 20,140,260	\$ 8,278,639	\$ 28,418,899

The accompanying notes are an integral part of these financial statements.

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE
 STATEMENT OF NET POSITION
 JUNE 30, 2018**

Fund balances of governmental funds		\$ 24,149,604
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation have not been included as financial resources of the governmental funds. This amount excludes capital assets reported in the internal service funds.		62,806,755
Deferred outflows and inflows of resources related to pensions have not been reported in the governmental funds. These amounts exclude pension related deferred outflow and inflows reported in the internal service funds.		
Pension related deferred outflows of resources	\$ 9,365,333	
Pension related deferred inflows of resources	(2,391,818)	
Other post-employment benefits related deferred inflows of resources	(1,257,855)	
Other post-employment benefits related deferred outflows of resources	<u>558,183</u>	
		6,273,843
Long-term liabilities are not due and payable in the current period and are not reported in the governmental funds.		
Compensated absences	(801,087)	
Net pension liability	(33,307,942)	
Other post-employment benefits obligation	<u>(14,482,468)</u>	
		(48,591,497)
Unavailable revenues are not available to pay for current expenditures, therefore, are deferred in the governmental funds but are recognized as revenues in the statement of activities		234,412
Internal service funds are used to charge the cost of activities to individual funds. The assets and liabilities are included in governmental activities in the statement of net position.		<u>59,464</u>
Net position (deficit) of governmental activities		<u>\$ 44,932,581</u>

The accompanying notes are an integral part of these financial statements.

This page intentionally left blank

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
 GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues			
Taxes	\$ 21,251,027	\$ 1,576,872	\$ 22,827,899
Assessments	-	890,227	890,227
Licenses and permits	935,633	65,716	1,001,349
Intergovernmental	1,512	1,373,085	1,374,597
Charges for services	3,401,310	310,506	3,711,816
Use of money and property	579,006	71,743	650,749
Fines and forfeitures	388,061	-	388,061
Contributions	-	16,135	16,135
Miscellaneous	-	54,548	54,548
Total revenues	26,556,549	4,358,832	30,915,381
Expenditures			
Current:			
General government	4,437,568	206,307	4,643,875
Public safety	13,223,377	-	13,223,377
Community development	1,033,506	3,585	1,037,091
Community services	2,987,734	583,169	3,570,903
Public works	1,827,619	1,467,220	3,294,839
Capital outlay	1,780,942	3,859,014	5,639,956
Total expenditures	25,290,746	6,119,295	31,410,041
Net change in fund balance	1,265,803	(1,760,463)	(494,660)
Fund Balances, Beginning	16,625,180	8,019,084	24,644,264
Fund Balances, Ending	\$ 17,890,983	\$ 6,258,621	\$ 24,149,604

The accompanying notes are an integral part of these financial statements.

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
 STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED JUNE 30, 2018**

Net changes in fund balances - total governmental funds		\$ (494,660)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlay as expenditures. However in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period:		
Capital asset expenditures, net of deletions of capital assets	\$ 5,680,750	
Depreciation expense, net of deletions of capital assets	<u>(2,648,367)</u>	3,032,383
Certain revenues in the governmental funds are deferred inflows of resources because they are measurable but not available under the modified accrual basis of accounting. However, the revenues are included on the accrual basis used in the government-wide statements. This amount represents the change during the year:		
Grants and other reimbursement revenue		
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Change in compensated absences	21,984	
Changes in other post-employment benefits related items	(263,080)	
Changes in pension related items	<u>(1,390,600)</u>	(1,631,696)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the internal service funds is included in the statement of activities.		
		<u>(229,942)</u>
Changes in net position of governmental activities		<u>\$ 676,085</u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2018**

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Fund
	Water	Sewer	Arroyo Seco Golf Course	Total	
ASSETS					
Current assets:					
Cash and investments	\$ 9,619,023	\$ 2,626,298	\$ 322,614	\$ 12,567,935	\$ 62,052
Receivables:					
Accounts	724,508	58,873	-	783,381	-
Accrued interest	43,955	7,387	41	51,383	-
Inventories	304,425	-	12,797	317,222	-
Restricted:					
Cash and investments with fiscal agent	1,154,374	-	-	1,154,374	-
Total current assets	<u>11,846,285</u>	<u>2,692,558</u>	<u>335,452</u>	<u>14,874,295</u>	<u>62,052</u>
Noncurrent assets:					
Capital assets, not depreciated	565,013	-	-	565,013	-
Capital assets, net of depreciation	62,673,842	10,057,255	921,510	73,652,607	-
Total noncurrent assets	<u>63,238,855</u>	<u>10,057,255</u>	<u>921,510</u>	<u>74,217,620</u>	<u>-</u>
Total assets	<u>75,085,140</u>	<u>12,749,813</u>	<u>1,256,962</u>	<u>89,091,915</u>	<u>62,052</u>
DEFERRED OUTFLOWS OF RESOURCES					
Deferred loss on debt refunding	5,681,488	-	-	5,681,488	-
Pension related	698,203	174,038	-	872,241	-
OPEB related	71,997	14,374	-	86,371	-
Total deferred outflows of resources	<u>6,451,688</u>	<u>188,412</u>	<u>-</u>	<u>6,640,100</u>	<u>-</u>
LIABILITIES					
Current liabilities:					
Accounts payable	1,456,943	4,010	29,042	1,489,995	2,588
Accrued liabilities	19,572	4,721	-	24,293	-
Accrued interest	450,656	-	-	450,656	-
Deposits payable	273,059	-	-	273,059	-
Compensated absences	3,757	472	-	4,229	-
Bonds payable	1,430,751	-	-	1,430,751	-
Total current liabilities	<u>3,634,738</u>	<u>9,203</u>	<u>29,042</u>	<u>3,672,983</u>	<u>2,588</u>
Noncurrent liabilities:					
Advances from other funds	-	600,000	-	600,000	-
Compensated absences	33,812	4,250	-	38,062	-
OPEB Liability	1,868,004	372,932	-	2,240,936	-
Net pension liability	2,483,168	618,971	-	3,102,139	-
Loans payable	-	7,415,790	-	7,415,790	-
Bonds payable	45,526,830	-	-	45,526,830	-
Total noncurrent liabilities	<u>49,911,814</u>	<u>9,011,943</u>	<u>-</u>	<u>58,923,757</u>	<u>-</u>
Total liabilities	<u>53,546,552</u>	<u>9,021,146</u>	<u>29,042</u>	<u>62,596,740</u>	<u>2,588</u>
DEFERRED INFLOWS OF RESOURCES					
Pension related	178,315	44,448	-	222,763	-
OPEB related	162,243	32,391	-	194,634	-
Total deferred inflows of resources	<u>340,558</u>	<u>76,839</u>	<u>-</u>	<u>417,397</u>	<u>-</u>
NET POSITION					
Net investment in capital assets	21,963,039	2,641,465	921,510	25,526,014	-
Restricted	1,154,374	-	-	1,154,374	-
Unrestricted	4,532,305	1,198,775	306,410	6,037,490	59,464
Total net position (deficit)	<u>\$ 27,649,718</u>	<u>\$ 3,840,240</u>	<u>\$ 1,227,920</u>	<u>\$ 32,717,878</u>	<u>\$ 59,464</u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
 PROPRIETARY FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Business-Type Activities - Enterprise Funds			Governmental Activities - Internal Service Fund	
	Water	Sewer	Arroyo Seco Golf Course		Total
OPERATING REVENUES					
Sales and service charges	\$ 9,830,246	\$ 1,614,351	\$ 1,166,516	\$ 12,611,113	\$ -
Miscellaneous	216,693	-	-	216,693	-
Total operating revenues	<u>10,046,939</u>	<u>1,614,351</u>	<u>1,166,516</u>	<u>12,827,806</u>	<u>-</u>
OPERATING EXPENSES					
Administration and general	876,945	413,733	1,061,942	2,352,620	-
Pumping	1,162,253	-	-	1,162,253	-
Transmission/collection	2,556,035	-	-	2,556,035	-
Treatment	-	175,661	-	175,661	-
Insurance costs and claims	-	-	-	-	229,942
Depreciation expense	630,900	93,028	34,385	758,313	-
Total operating expenses	<u>5,226,133</u>	<u>682,422</u>	<u>1,096,327</u>	<u>7,004,882</u>	<u>229,942</u>
Operating income (loss)	<u>4,820,806</u>	<u>931,929</u>	<u>70,189</u>	<u>5,822,924</u>	<u>(229,942)</u>
NON-OPERATING REVENUES (EXPENSES)					
Interest revenue	77,664	14,416	471	92,551	-
Interest expense	(1,832,700)	(4,250)	-	(1,836,950)	-
Operating grants and contributions	200,167	-	-	200,167	-
Capital projects	-	-	-	-	-
Miscellaneous expenses	(1,530)	-	-	(1,530)	-
Total non-operating revenues (expenses)	<u>(1,556,399)</u>	<u>10,166</u>	<u>471</u>	<u>(1,545,762)</u>	<u>-</u>
Change in net position	<u>3,264,407</u>	<u>942,095</u>	<u>70,660</u>	<u>4,277,162</u>	<u>(229,942)</u>
NET POSITION					
Net position, beginning, as restated	<u>24,385,311</u>	<u>2,898,145</u>	<u>1,157,260</u>	<u>28,440,716</u>	<u>289,406</u>
Net position, ending	<u>\$ 27,649,718</u>	<u>\$ 3,840,240</u>	<u>\$ 1,227,920</u>	<u>\$ 32,717,878</u>	<u>\$ 59,464</u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water	Sewer	Arroyo Seco Golf Course	Total	
Cash flows from operating activities					
Cash received from customers and users	\$ 10,377,562	\$ 1,657,663	\$ 1,166,516	\$ 13,201,741	\$ -
Cash paid to suppliers for goods and services	(5,431,221)	(1,212,551)	(1,064,225)	(7,707,997)	(227,948)
Cash paid to employees for services	243,663	53,623	-	297,286	-
Cash received from (payments to) others	216,693	-	-	216,693	-
Net cash provided by (used for) operating activities	5,406,697	498,735	102,291	6,007,723	(227,948)
Cash flows from noncapital financing activities					
Cash paid to other funds	-	(150,000)	-	(150,000)	-
Net cash used for noncapital financing activities	-	(150,000)	-	(150,000)	-
Cash flows from capital and related financing activities					
Proceeds from capital debt	200,167	-	-	200,167	-
Acquisition and construction of capital assets	(2,710,449)	(1,308,614)	(145,012)	(4,164,075)	-
Principal paid on capital debt	(1,575,751)	1,042,167	-	(533,584)	-
Interest paid on capital debt	(1,583,555)	(19,250)	-	(1,602,805)	-
Net cash used for capital and related financing activities	(5,669,588)	(285,697)	(145,012)	(6,100,297)	-
Cash flows from investing activities					
Interest received	42,749	9,962	516	53,227	-
Net cash provided by investing activities	42,749	9,962	516	53,227	-
Net Increase (decrease) in cash and cash equivalents	(220,142)	73,000	(42,205)	(189,347)	(227,948)
Cash and cash equivalents, beginning of year	10,993,539	2,553,298	364,819	13,911,656	290,000
Cash and cash equivalents, end of year	\$ 10,773,397	\$ 2,626,298	\$ 322,614	\$ 13,722,309	\$ 62,052
Cash and investments	\$ 9,619,023	\$ 2,626,298	\$ 322,614	\$ 12,567,935	\$ 62,052
Restricted:					
Cash and investments with fiscal agent	1,154,374	-	-	1,154,374	-
Total cash and cash equivalents	\$ 10,773,397	\$ 2,626,298	\$ 322,614	\$ 13,722,309	\$ 62,052
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:					
Operating income (loss)	\$ 4,820,806	\$ 931,929	\$ 70,189	\$ 5,822,924	\$ (229,942)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:					
Depreciation	630,900	93,028	34,385	758,313	-
(Increase) decrease in operating assets:					
Accounts receivable	547,316	43,312	-	590,628	-
Inventories	(36,364)	-	(4,155)	(40,519)	-
Deferred outflows of resources	(85,301)	(18,548)	-	(103,849)	-
Increase (decrease) in operating liabilities:					
Accounts payable	(799,624)	(623,157)	1,872	(1,420,909)	1,994
Accrued liabilities	2,104	433	-	2,537	-
Compensated absences	9,612	908	-	10,520	-
Net pension liability	276,387	64,078	-	340,465	-
OPEB liability	(129,117)	(25,777)	-	(154,894)	-
Deferred inflows of resources	169,978	32,529	-	202,507	-
Total adjustments	585,891	(433,194)	32,102	184,799	1,994
Net cash provided by (used for) operating activities	\$ 5,406,697	\$ 498,735	\$ 102,291	\$ 6,007,723	\$ (227,948)

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF FIDUCIARY NET POSITION
 FIDUCIARY FUNDS
 JUNE 30, 2018**

	Private Purpose Trust Fund Successor Agency of the Former CRA
Assets	
Pooled cash and investments	\$ 64,969
Interest receivable	444
Restricted assets:	
Cash and investments with fiscal agents	<u>198,743</u>
Total assets	<u>264,156</u>
Liabilities	
Accrued interest	10,928
Long-term liabilities:	
Due within one year	130,000
Due in more than one year	<u>965,000</u>
Total liabilities	<u>1,105,928</u>
Fiduciary Net Position (Deficit)	
Held in trust for other purposes	<u><u>\$ (841,772)</u></u>

The accompanying notes are an integral part of these financial statements.

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>Private Purpose Trust Fund Successor Agency of the Former CRA</u>
Revenues	
Taxes	\$ 194,258
Use of money and property	3,186
Total revenues	<u>197,444</u>
Expenses	
Interest expense	<u>71,716</u>
Total expenses	<u>71,716</u>
Changes in net position	125,728
Net position (deficit) held in trust, beginning	<u>(967,500)</u>
Net position (deficit) held in trust, ending	<u>\$ (841,772)</u>

The accompanying notes are an integral part of these financial statements.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies

A. Description of Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the City of South Pasadena, California (the City) and its component units, entities for which the City is considered financially accountable. Blended component units, although legally separate entities, are, in substance, part of the Government's operation, so data from these units are combined herein. The criteria used in determining the scope of the reporting entity is based on the provisions of GASB Statement No. 14 as amended by Statement 39, 61 and 80 and were as follows:

1. The members of the City Council also act as the governing body of the City of South Pasadena Housing Authority (the Authority).
2. The Authority is managed by employees of the City.
3. The Authority is financially interdependent with the City.

The City of South Pasadena was incorporated on March 2, 1888, under the general laws of the State of California. The City provides a full range of municipal services, including public safety (police and fire), streets, sanitation, refuse collection, sewer, water, parks and recreation, public improvements, planning and zoning, housing and community development, and general administrative and support services.

Blended Component Units

City of South Pasadena Housing Authority - The Authority was established pursuant to California Housing Authorities Law (Health and Safety Code Sections 34200 et seq.) on April 6, 2011. The purpose of the Housing Authority is to provide safe and sanitary housing opportunities for South Pasadena residents. The primary government has operational responsibility for the Housing Authority. Although the Housing Authority is legally separate, it is reported as if it were part of the City because the City Council also serves as the governing board of the Housing Authority. Separate financial statements of the Housing Authority are not prepared. Additionally, the Housing Authority took over the housing activities from the former Community Redevelopment Agency due to its dissolution on January 31, 2012.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. All fiduciary activities are reported only in the fund financial statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the fiscal year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The proprietary and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

The City reports the following major governmental fund:

- The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The City reports the following major proprietary funds:

- The Water Fund is used to account for the construction, operation, and maintenance of the City-owned water system.
- The Sewer Fund is used to account for the provision of sewer construction, maintenance, and operation services to residents of the City.

The City's fund structure also includes the following fund types:

- The Private Purpose Trust Fund accounts for the assets and liabilities of the former community redevelopment agency and its allocated revenue to pay estimated installment payments of enforceable obligations until obligations of the former community redevelopment agency are paid in full and assets have been liquidated. Please refer to Note 10 for more information.
- The Internal Service Fund is used to accumulate and allocate costs internally among the City's functions for general liability and worker's compensation insurance. Because the internal service operations benefit both governmental and business-type functions, they have been proportionally allocated and included within the governmental and business-like activities in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's proprietary funds function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies (continued)

Proprietary funds and internal service fund distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Enterprise Funds are charges to customers for sales and services. Operating expenses for Enterprise Funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City has elected to follow all pronouncements of the GASB.

D. Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both restricted and unrestricted cash and investments in the Governmental and Proprietary Funds.

Investments for the City, as well as for its component units, are reported at fair value. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans), or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

All trade and property tax receivables are shown net of an allowance for uncollectible amounts.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

Property tax revenue is recognized in the fiscal year for which the taxes have been levied providing they become available. Available means when due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter (not to exceed 60 days) to be used to pay liabilities of the current period. The County of Los Angeles collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January proceeding the fiscal year for which the taxes are levied. The tax levy covers the fiscal period July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, after December 10 and April 10, respectively. Unsecured personal property taxes become due on the first of March each year and are delinquent after August 31.

Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

General Government includes legislative activities which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities which provide management or support services across more than one functional area.

Public Safety includes those activities which involve the protection of people and property.

Community Development includes those activities which involve the enhancing of the general quality of life.

Community Services includes activities such as administering the Senior Center, recreation classes, and special events committees.

Public Works includes those activities that involve the maintenance and improvement of City streets, roads and park department development and maintenance.

Capital Outlay includes those activities that account for the acquisition of capital assets.

Inventories

Inventory consisting primarily of materials and supplies is held by the Water Enterprise Fund. Such goods are valued using the average-cost method applied on a first-in, first-out (FIFO) basis. Inventories reported in the City's General Fund are charged to inventories when purchased and treated as an expenditure when issued.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

Restricted Assets

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet and statement of net position because their use is limited by applicable bond covenants. In addition, funds have been restricted for future capital improvements by City resolution.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 for non-infrastructure assets and \$25,000 for infrastructure assets (amount not rounded). Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

In accordance with GASB Statement No. 34, the City has reported current and prior year's infrastructure assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant and equipment of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	50
Improvements other than buildings	10 - 25
Machinery and equipment	3 - 30
Vehicles	8
Infrastructure	Years
Sewer collection system	60
Storm drain system	60
Bridges	60
Hardscape	40
Parkways and medians	40
Pavement, curbs and gutters, and sidewalks	35
Streetlights	20
Electronic traffic control devices	20

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position and balance sheet of governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/ expenditure) until then.

In addition to liabilities, the statement of net position and balance sheet of governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from three sources: property taxes, special assessments, and reimbursable grants billed but not yet available. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies (continued)

Compensated Absences

It is the policy of the City to record the cost of annual vacation as accrued. Employees are 100% vested in accrued vacation after six months of employment. The entire compensated absence liability for the Enterprise Fund is accrued as earned in the Enterprise Fund. All accumulated compensated absence liability of governmental funds is accrued when incurred in the government-wide financial statements. Compensated absences are reported in governmental funds only if they have matured.

It is the policy of the City to pay sick leave as used; accordingly, the expenditures are recorded when paid. Sick leave does not vest with employees. Accordingly, employees do not receive a payout for unused sick leave upon termination, although employees do receive credit for unused sick leave upon retirement.

Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained at CalPERS' website at www.calpers.ca.gov.

GASB Statement No. 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2016
Measurement Date (MD)	June 30, 2017
Measurement Period (MP)	July 1, 2016 to June 30, 2017

Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are reported at fair value.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	January 1, 2017
Measurement Date (MD)	June 30, 2017
Measurement Period (MP)	July 1, 2016 to June 30, 2017

Long-Term Obligations

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

Fund Equity

In the fund financial statements, governmental funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution of the City Council.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The City Council, with Resolution No. 7152, authorized the Finance Director to assign fund balance amounts for specific purposes.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes. The General Fund is the only fund that can report a positive unassigned fund balance.

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 1: Summary of Significant Accounting Policies (continued)

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, and then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balances classifications can be used.

The City Council adopts and amends committed and assigned fund balance amounts for specific purposes through a resolution. When expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted amounts to be used first. When expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, they are considered to be spent in the order as follows: committed, assigned, and then unassigned.

Net Position

In the government-wide financial statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses, during the reporting period. Actual results could differ from those estimates.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 1: Summary of Significant Accounting Policies (continued)

F. Implementation of New Accounting Principle

GASB has issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for other postemployment benefits (OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures.

This pronouncement has been implemented for purposes of measuring the net OPEB liability and any related deferred outflows/inflows of resources related to OPEB, and OPEB expense/expenditures.

Note 2: Cash and Investments

Cash and investments are classified in the accompanying financial statements as follows:

Statement of net position:	
Cash and investments	\$ 37,533,953
Cash and investments with fiscal agents	1,154,374
Statement of fiduciary net position:	
Cash and investments	64,969
Cash and investments with fiscal agents	<u>198,743</u>
 Total cash and cash equivalents	 <u><u>\$ 38,952,039</u></u>

Cash and investments at June 30, 2018, consists of the following:

Cash and cash equivalents:	
Petty cash	\$ 9,235
Deposits with financial institutions	5,784,685
Investments	<u>33,158,119</u>
 Total cash and cash equivalents	 <u><u>\$ 38,952,039</u></u>

The City of South Pasadena maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy which authorizes it to invest in various investments.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 2: Cash and Investments (continued)

A. Deposits

At June 30, 2018, the carrying amount of the City's deposits was \$5,784,684 and the bank balance was \$7,262,047. The \$1,477,363 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to \$250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors.

Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 2: Cash and Investments (continued)

B. Investments

Under provision of the City's investment policy, and in accordance with Section 53601 of the California Government Code, the City may invest in the following types of investments:

<u>Authorized Investment Type</u>	<u>Authorized by Investment Policy</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment In One Issuer</u>	<u>Minimum Quality Requirements</u>
Local Agency Bonds	Yes	5 years	None	None	N/A
U.S. Treasury Obligations	Yes	5 years	None	None	N/A
State Obligations - CA & Others	Yes	5 years	None	None	N/A
CA Local Agency Obligations	Yes	5 years	None	None	N/A
U.S. Agency Obligations	Yes	5 years	None	None	N/A
Banker's Acceptances	Yes	180 days	40%	30%	N/A
Commercial Paper - Select Agencies	Yes	270 days	25%	10%	A-1
Commercial Paper - Other Agencies	Yes	270 days	40%	None	A-1
Negotiable Certificates of Deposit	Yes	5 years	30%	None	N/A
CD Placement Service	Yes	5 years	30%	None	N/A
Repurchase Agreements	Yes	1 year	None	None	N/A
Reverse Repurchase Agreements	Yes	92 days	20%	None	N/A
Medium-Term Notes	Yes	5 years	30%	N/A	A
Mutual Funds	Yes	N/A	20%	10%	N/A
Money Market Mutual Funds	Yes	N/A	20%	10%	N/A
Collateralized Bank Deposits	Yes	5 years	None	None	N/A
Mortgage Pass-Through Securities	Yes	5 years	20%	None	AA
Bank/Time Deposits	Yes	5 years	None	None	N/A
County Pooled Investment Funds	Yes	N/A	None	None	N/A
Joint Powers Authority Pool	Yes	N/A	None	None	N/A
Local Agency Investment Fund	Yes	N/A	None	None	N/A
Voluntary Investment Program Fund	Yes	N/A	None	None	N/A

The City has monies held by trustees or fiscal agents pledged to the payment or security of certain bonds. The California Government Code provides that these monies, in the absence of specific statutory provisions governing the issuance of bonds, may be invested in accordance with the ordinance, resolutions, or indentures specifying the types of investments its trustees or fiscal agents may make.

C. Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the position in the investment pool is the same as the value of the pool shares.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 2: Cash and Investments (continued)

D. Credit Risk

The City's investment policy limits investments in medium-term notes (MTN's) to those rated "A" or better by a nationally recognized statistical rating organization. Investments in U.S. government securities are not considered to have credit risk and, therefore, their credit quality is not disclosed.

Presented below is the minimum rating required by the City's Investment Policy and the actual rating as of June 30, 2018:

Investment Type	Amount	Minimum Legal Rating	Exempt from Disclosure	Rating as of Fiscal Year End							Not Rated	
				AAA	AA+	AA	AA-	A+	A	A-		
Local Agency Investment Fund	\$ 16,835,690	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,835,690
Money Market Mutual Funds	24,294	N/A	-	-	-	-	-	-	-	-	-	24,294
U.S. Treasury Notes	8,213,256	N/A	8,213,256	-	-	-	-	-	-	-	-	-
Government Agency Securities	5,523,604	A	-	-	5,523,604	-	-	-	-	-	-	-
Medium-Term Notes	4,561,276	A	-	161,813	316,502	239,290	476,723	995,681	1,207,039	1,164,227	-	-
Total	\$ 33,159,119		\$ 8,213,256	\$ 161,813	\$ 5,840,106	\$ 239,290	\$ 476,723	\$ 995,681	\$ 1,207,039	\$ 1,164,227	\$ 16,859,984	

E. Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Of the bank balances, up to \$250,000 is federally insured and the remaining balances are collateralized in accordance with the California Government Code.

F. Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in a single type of investment in accordance with CA Government Code. In addition, GASB 40 requires a separate disclosure if any single issuer comprises more than 5% of the total investment value. As of June 30, 2018, investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments are as follows:

Investment Type	Issuer	Reported Amount	Interest Rate	6 months to 1 year	1 to 3 years	3 to 5 years
Federal National Mortgage Association	FNMA	\$ 2,277,157	1.625% - 1.875%	\$ 363,283	\$ 959,855	\$ 954,019
Federal Home Loan Mortgage Corporation	FHLMC	2,610,095	1.250% - 2.375%	-	-	2,610,095

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 2: Cash and Investments (continued)

G. Interest Rate Risk

The City's investment policy limits investment maturities, in accordance with CA Government Code, as a means of managing its exposure to fair value losses arising from increasing interest rates. The certificates of deposit in cash with fiscal agent below with a maturity of three to five years are governed by the debt agreements, rather than the City's investment policy. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

As of June 30, 2018, the City had the following investments and original maturities:

Investment Type	Remaining Maturity (in months)				Total
	6 months or less	6 months to 1 year	1 to 3 years	3 to 5 years	
Local Agency Investment Fund	\$ 16,835,690	-	-	-	\$ 16,835,690
Money Market Mutual Funds	24,294	-	-	-	24,294
U.S. Treasury Notes	1,223,549	409,370	4,580,337	-	6,213,256
Government Agency Securities	363,283	959,855	4,200,466	-	5,523,604
Medium-Term Notes	236,824	778,678	3,545,773	-	4,561,275
Total	\$ 18,683,640	\$ 2,147,903	\$ 12,326,576	\$ -	\$ 33,158,119

H. Fair Value Measurements

The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by the generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; level 2 inputs are significant other observable inputs; level 3 inputs are significant unobservable inputs.

The following table presents the balances of the assets measured at fair value on a recurring basis as of June 30, 2018.

Investment by Fair Value Level	Fair Value	Level 1	Level 2	Level 3
Debt securities:				
Money Market Mutual Funds	\$ 24,294	\$ 24,294	\$ -	\$ -
U.S. Treasury Notes	6,213,256	6,213,256	-	-
Government Agency Securities	5,523,604	5,523,604	-	-
Medium-Term Notes	4,561,275	4,561,275	-	-
Total investments measured at fair value	16,322,429	\$ 16,322,429	\$ -	\$ -
Investments measured at amortized cost LAIF	16,835,690			
Total investments	\$ 33,158,119			

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 3: Capital Assets

Capital asset activity was as follows for the year ended June 30, 2018:

Governmental activities:	<u>Balance June 30, 2017</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2018</u>
Capital assets, not being depreciated:				
Land	\$ 2,116,515	\$ 340,480	\$ -	\$ 2,456,995
Construction in progress	1,433,113	4,940,871	(4,530,442)	1,843,542
Total capital assets, not being depreciated	<u>3,549,628</u>	<u>5,281,351</u>	<u>(4,530,442)</u>	<u>4,300,537</u>
Capital assets, being depreciated:				
Buildings	11,425,230	315,166	-	11,740,396
Improvements other than buildings	3,026,023	2,468,538	-	5,494,561
Machinery, equipment, and vehicles	10,368,805	456,175	-	10,824,980
Infrastructure	88,335,621	1,689,962	-	90,025,583
Total capital assets, being depreciated	<u>113,155,679</u>	<u>4,929,841</u>	<u>-</u>	<u>118,085,520</u>
Less accumulated depreciation for:				
Buildings	(6,601,902)	(209,161)		(6,811,063)
Improvements other than buildings	(1,029,166)	(100,613)		(1,129,779)
Machinery, equipment, and vehicles	(6,971,481)	(470,122)		(7,441,603)
Infrastructure	(42,328,386)	(1,868,471)		(44,196,857)
Total accumulated depreciation	<u>(56,930,935)</u>	<u>(2,648,367)</u>	<u>-</u>	<u>(59,579,302)</u>
Total capital assets, being depreciated, net	<u>56,224,744</u>	<u>2,281,474</u>	<u>-</u>	<u>58,506,218</u>
Total governmental activities	<u>\$ 59,774,372</u>	<u>\$ 7,562,825</u>	<u>\$ (4,530,442)</u>	<u>\$ 62,806,755</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	\$ 47,417
Public safety	408,728
Community services	248,751
Public works	<u>1,943,471</u>
Total depreciation expense – governmental activities	<u>\$ 2,648,367</u>

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 3: Capital Assets (continued)

Business-type activities:	Balance June 30, 2017	Additions	Deletions	Balance June 30, 2018
Capital assets, not being depreciated:				
Land	\$ 84,685	\$ -	\$ -	\$ 84,685
Construction in progress	46,193,597	2,671,131	(48,384,400)	480,328
Total capital assets, not being depreciated	46,278,282	2,671,131	(48,384,400)	565,013
Capital assets, being depreciated:				
Buildings	4,171,553	-	-	4,171,553
Improvements other than buildings	3,943,701	161,920	-	4,105,621
Infrastructure	24,423,486	49,676,105	-	74,099,591
Machinery and equipment	1,783,647	39,319	-	1,822,966
Total capital assets, being depreciated	34,322,387	49,877,344	-	84,199,731
Less accumulated depreciation for:				
Buildings	(975,311)	(72,408)	-	(1,047,719)
Improvements other than buildings	(3,245,864)	(33,828)	-	(3,279,692)
Infrastructure	(4,698,676)	(567,864)	-	(5,266,540)
Machinery and equipment	(868,959)	(84,214)	-	(953,173)
Total accumulated depreciation	(9,788,810)	(758,314)	-	(10,547,124)
Total capital assets, being depreciated, net	24,533,577	49,119,030	-	73,652,607
Total business-type activities	\$ 70,811,859	\$ 51,790,161	\$ (48,384,400)	\$ 74,217,620

Depreciation expense was charged to functions/programs of the primary government as follows:

Business-type Activities:	
Water	\$ 630,900
Sewer	93,028
Arroyo Seco Golf Course	34,386
Total depreciation expense – business-type activities	\$ 758,314

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 4: Interfund Receivable, Payable and Transfers

A. Due To/From Other Funds

At June 30, 2018, the City had the following internal balances:

<u>Due From Other Funds</u>	<u>Due To Other Funds</u>	
	<u>Nonmajor Funds</u>	<u>Total</u>
General Fund	<u>\$ 763,612</u>	<u>\$ 763,612</u>

The due to General fund of \$763,612 for various nonmajor governmental funds was a result of temporary cash deficit balances in those funds.

B. Advances to/from Other Funds

The General Fund advanced \$750,000 to the Sewer Fund on July 11, 2012, in order to fund the construction of the Arroyo Drive, Marengo Ave, Meridian Ave, and Huntington Drive Sewer Improvement Project. The advance bears interest at the City's portfolio rate of return, with payments due within ten years. The balance outstanding at June 30, 2018 is \$600,000.

Note 5: Long-Term Debt

The following is a summary of changes in long-term liabilities for the year ended June 30, 2018:

	<u>Balance June 30, 2017</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2018</u>	<u>Due Within One Year</u>
Business-Type Activities:					
2012 State Loan Payable	\$ 6,373,623	\$ 1,042,167	\$ -	\$ 7,415,790	\$ -
2013 Water Revenue Bonds Issuance Premium	5,720,000 339,478	- -	(350,000) (27,713)	5,370,000 311,765	360,000 27,713
2016 Water Revenue Bonds Issuance Premium	37,845,000 4,628,854	- -	(990,000) (208,038)	36,855,000 4,420,816	835,000 208,038
Total Business-Type Activities	<u>\$ 54,906,955</u>	<u>\$ 1,042,167</u>	<u>\$ (1,575,751)</u>	<u>\$ 54,373,371</u>	<u>\$ 1,430,751</u>

2012 State Loan Payable

California State Water Resources Control Board loaned the City an assessable amount of \$11,000,000 over the term agreement starting December 1, 2013 through May 30, 2037. The proceeds from the loan are to be used by the City for its rehabilitation and replacement of the City's sewer infrastructure. The loan acts as an installment sale agreement, in which, the City must expend its own funds prior to drawing on the accessible loan amount for reimbursement. Repayment of project funds, together with all interest accrued thereon, by the City shall be repaid in annual installments commencing 1 year after the completion of the project. For the period ended June 30, 2018, the amount payable to the California State Water Resources Control Board was \$7,415,790.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 5: Long-Term Debt (continued)

2013 Water Revenue Bonds

In March, 2013, the South Pasadena Public Financing Authority issued \$6,995,000 Water and Wastewater Revenue Bonds, 2013 Series A. The bonds were issued to refund of a portion of the outstanding California Statewide Communities Development Authority Water and Wastewater Revenue Bonds, Series 2004A that were issued on behalf of the City of South Pasadena, to purchase a surety for a reserve fund for the Bonds, and to pay costs of issuance of the bonds. The bonds are secured by a pledge of system net revenues of the City's water system.

Bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. In addition, funds have been restricted for future capital improvements by City resolution.

The serial bonds mature annually from October 1, 2014 to October 1, 2029, in increasing amounts from \$325,000 to \$545,000. The bonds bear interest at rates ranging from 3.35% to 3.4%. The term bonds mature on October 1, 2029, and carry an interest rate of 5.0%. Interest is payable semi-annually on April 1 and October 1, commencing on October 1, 2014 and October 1, 2029, respectively.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2018, including interest are as follows:

Year Ending June 30,	Principal	Interest	Total
2019	\$ 360,000	\$ 188,988	\$ 548,988
2020	375,000	174,288	549,288
2021	390,000	158,988	548,988
2022	405,000	143,088	548,088
2023	420,000	128,688	548,688
2024-2028	2,350,000	386,663	2,736,663
2029-2030	1,070,000	33,750	1,103,750
Total	<u>\$ 5,370,000</u>	<u>\$ 1,214,453</u>	<u>\$ 6,584,453</u>

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 5: Long-Term Debt (continued)

2016 Water Revenue Bonds

In November, 2016, the City of South Pasadena issued \$37,845,000 Water Revenue Refunding Bonds. The bonds were issued to refund all of the outstanding 2009 Water Revenue Bonds, purchase a municipal bond insurance policy to guarantee payment of the principal of and interest on the 2016 bonds and to pay costs of issuance of the 2016 bonds.

The serial bonds mature annually from October 1, 2017 to October 1, 2036, in amounts from \$835,000 to \$2,610,000. The bonds bear interest at rates ranging from 2% to 5%. The term bonds mature on October 1, 2039, and carry an interest rate of 5.0%. Interest is payable semi-annually on April 1 and October 1, commencing and ending on April 1, 2017 and April 1, 2037, respectively.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2018, including interest are as follows:

Year Ending June 30,	Principal	Interest	Total
2019	\$ 835,000	\$ 1,598,087	\$ 2,433,087
2020	850,000	1,576,988	2,426,988
2021	880,000	1,551,038	2,431,038
2022	905,000	1,519,738	2,424,738
2023	945,000	1,482,738	2,427,738
2024-2028	5,470,000	6,663,438	12,133,438
2029-2033	8,730,000	5,031,563	13,761,563
2034-2038	12,455,000	2,394,116	14,849,116
2039-2040	5,785,000	196,847	5,981,847
Total	<u>\$ 36,855,000</u>	<u>\$ 22,014,553</u>	<u>\$ 58,869,553</u>

Note 6: Compensated Absences

The City's liability at June 30, 2018 for vested and unpaid compensated absences (accrued vacation and compensatory time) is as follows:

	Balance June 30, 2017	Additions	Deletions	Balance June 30, 2018	Due Within One Year
Governmental activities	\$ 823,071	\$ 693,486	\$ (715,470)	\$ 801,087	\$ 80,109
Business-type activities	31,771	41,517	(30,997)	42,291	4,229
Total compensated absences payable	<u>\$ 854,842</u>	<u>\$ 735,003</u>	<u>\$ (746,467)</u>	<u>\$ 843,378</u>	<u>\$ 84,338</u>

Compensated absences are paid, if matured, out of the General Fund and other various special revenue funds.

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan

A. General Information about the Pension Plans

Plan Description

Miscellaneous Plan

The Plan is an agent multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the plan's June 30, 2016 Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov.

Safety Plan

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors three safety rate plans. Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website, at www.calpers.ca.gov.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

The Plan operates under the provisions of the California Public Employees' Retirement Law (PERL), the California Public Employees' Pension Reform Act of 2013 (PEPRA), and the regulations, procedures and policies adopted by the CalPERS Board of Administration. The Plan's authority to establish and amend the benefit terms are set by the PERL and PEPRA, and may be amended by the California state legislature and in some cases require approval by the CalPERS Board.

The Plans' provisions and benefits in effect at June 30, 2018, are summarized as follows:

	Miscellaneous	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 63	52 - 67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.0% to 2.5%
Required employee contribution rates	7.00%	6.50%
Required employer contribution rates	17.718%	9.599% - Classic 6.908% - PEPRA
	Safety	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50 - 55	50 - 57
Monthly benefits, as a % of eligible compensation	2.0% to 2.7%	2.0% to 2.7%
Required employee contribution rates	9.00%	12.75%
Required employer contribution rates	29.884%	17.455% - Classic 12.729% - PEPRA

Employees Covered

At June 30, 2016 (valuation date), the following employees were covered by the benefit terms:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	144	138
Inactive employees entitled to but not yet receiving benefits	204	38
Active employees	106	50
Total	454	226

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

Contributions

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the Plan's actuarially determined rate is based on the estimated amount necessary to pay the Plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions. Employer Contributions to the Plan for the fiscal year ended June 30, 2018 were \$3,082,379. The actual employer payments of \$2,808,028 made to CalPERS by the City during the measurement period ended June 30, 2017 differed from the City's proportionate share of the employer's contributions of \$3,564,563 by \$756,535, which is being amortized over the expected average remaining service lifetime in the Public Agency Cost-Sharing Multiple Employer Plan.

B. Net Pension Liability

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2017, using an annual actuarial valuation as of June 30, 2016 rolled forward to June 30, 2017 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is as follows:

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

Valuation Date	June 30, 2016
Measurement Date	June 30, 2017
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Salary Increases (1)	3.3% - 14.2%
Investment Rate of Return (2)	7.15%
Mortality Rate Table (3)	Derived using CALPERS' membership data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.75% until purchasing power protection allowance floor on purchasing power applies, 2.75% thereafter

(1) Annual increases vary by category, entry age, and duration of service

(2) Net of pension plan investment and administrative expenses; includes inflation

(3) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table, please refer to the 2014 experience study report.

NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018

Note 7: City Employees Defined Benefit Pension Plan (continued)

All other actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the period from 1997 to 2011, including updates to salary increase, mortality and retirement rates. The Experience Study report can be obtained at CalPERS' website, at www.calpers.ca.gov.

Change of Assumptions

In fiscal year 2016-17, the financial reporting discount rate for the PERF C was lowered from 7.65 percent to 7.15 percent.

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent and reflects the long-term expected rate of return for the Plan net of investment expenses and without reduction for administrative expenses. To determine whether the municipal bond rate should be used in the calculation of the discount rate for public agency plans (including PERF C), the amortization and smoothing periods adopted by the Board in 2013 were used. For the Plan, the crossover test was performed for a miscellaneous agent plan and a safety agent plan selected as being more at risk of failing the crossover test and resulting in a discount rate that would be different from the long-term expected rate of return on pension investments. Based on the testing of the plans, the tests revealed the assets would not run out. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability for PERF C. The crossover test results can be found on CalPERS' website, at www.calpers.ca.gov.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The following table reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. The target allocation shown was adopted by the CalPERS Board effective on July 1, 2014.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

<u>Asset Class</u>	<u>Current Target Allocation</u>	<u>Real Return Years 1 - 10¹</u>	<u>Real Return Year 11+²</u>
Global Equity	47.0%	4.90%	5.38%
Global Fixed Income	19.0%	0.80%	2.27%
Inflation Sensitive	6.0%	0.60%	1.39%
Private Equity	12.0%	6.60%	6.63%
Real Estate	11.0%	2.80%	5.21%
Infrastructure and Forestland	3.0%	3.90%	5.36%
Liquidity	2.0%	(0.40%)	(0.90%)
Total	<u>100.0%</u>		

¹ An expected inflation of 2.5% used for this period

² An expected inflation of 3.0% used for this period

Pension Plan Fiduciary Net Position

Information about the pension plan's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fiduciary net position are presented in CalPERS' audited financial statements, which are publicly available reports that can be obtained at CalPERS' website, at www.calpers.ca.gov. The plan's fiduciary net position and additions to/deductions from the plan's fiduciary net position have been determined on the same basis used by the pension plan, which is the economic resources measurement focus and the accrual basis of accounting. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Investments are reported at fair value.

The plan fiduciary net position disclosed in the GASB 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance and Other Post-Employment Benefits (OPEB) expense included as assets. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early Comprehensive Annual Financial Report closing and final reconciled reserves.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

C. Proportionate Share of Net Pension Liability

The following table shows the Plans' proportionate share of the net pension liability over the measurement period.

Miscellaneous Plan

	Increase (Decrease)		
	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability (c) = (a) - (b)
Balance at: 6/30/2016 (MD)	\$ 44,689,385	\$ 33,527,426	\$ 11,161,959
Balance at: 6/30/2017 (MD)	49,340,576	36,480,686	12,859,890
Net Changes during 2016-17	4,651,191	2,953,260	1,697,931

Safety

	Increase (Decrease)		
	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability (c) = (a) - (b)
Balance at: 6/30/2016 (MD)	\$ 80,445,101	\$ 59,921,623	\$ 20,523,478
Balance at: 6/30/2017 (MD)	86,843,812	63,293,621	23,550,191
Net Changes during 2016-17	6,398,711	3,371,998	3,026,713

Valuation Date (VD), Measurement Date (MD)

The City's net pension liability for each of the cost sharing, multiple-employer Plans is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2017, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2016, rolled forward to June 30, 2017, using standard update procedures. The City's proportion of the net pension liability was determined by CalPERS using the output from the Actuarial Valuation System and the fiduciary net position, as provided in the CalPERS Public Agency Cost-Sharing Allocation Methodology Report, which is a publicly available report that can be obtained at CalPERS' at www.calpers.ca.gov. The City's proportionate share of the net pension liability for each Plan as of June 30, 2016, and 2017, was as follows:

	Miscellaneous	Safety
Proportionate Share of NPL - June 30, 2016	0.32131%	0.39627%
Proportionate Share of NPL - June 30, 2017	0.32622%	0.39413%
Change - Increase	0.00491%	(0.00213%)

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability of each Plan as of the measurement date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Miscellaneous Plan's Net Pension Liability	\$ 19,646,533	\$ 12,859,890	\$ 7,239,070
Safety Plan's Net Pension Liability	\$ 35,701,122	\$ 23,550,191	\$ 13,617,411

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

Recognition of Gains and Losses

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lives of all members that are provided with benefits (active, inactive and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired) in the Public Agency Cost-Sharing Multiple-Employer Plan (PERF C).

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

The EARSL for the Plan for the 2016-17 measurement period is 3.8 years, which was obtained by dividing the total service years of 490,088 (the sum of remaining service lifetimes of the active employees) by 130,595 (the total number of participants: active, inactive, and retired). Note that inactive employees and retirees have remaining service lifetimes equal to 0. Also note that total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

D. Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

As of the start of the measurement period (July 1, 2016), the City's net pension liability was \$31,685,437. For the measurement period ending June 30, 2017 (the measurement date), the City incurred a pension expense of \$3,946,603.

As of June 30, 2018, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 5,297,794	\$ -
Differences between Expected and Actual Experience	-	(33,647)
Differences between Projected and Actual Investment Earnings	1,267,603	-
Differences between Employer's Contributions and Proportionate Share of Contributions	-	(1,239,075)
Change in Employer's Proportion	589,798	(1,341,859)
Pension Contributions Made Subsequent to Measurement Date	3,082,379	-
	<u>\$ 10,237,574</u>	<u>\$ (2,614,581)</u>

These amounts above are net of outflows and inflows recognized in the 2016-17 measurement period expense. The \$3,082,379 reported as deferred outflows of resources related to the contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in upcoming fiscal year. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in future pension expense as follows:

Fiscal Year Ended June 30,	Deferred Outflows/ (Inflows) of Resources, Net
2019	\$ 122,498
2020	3,247,373
2021	1,916,460
2022	(745,717)
2023	-
Thereafter	-

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 7: City Employees Defined Benefit Pension Plan (continued)

E. Payable to the Pension Plan

At June 30, 2018, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2018.

F. Pension Plan Summary

Miscellaneous plan NPL	\$ 12,859,890
Safety plan NPL	<u>23,550,191</u>
Combined NPL	<u>\$ 36,410,081</u>
Governmental NPL	\$ 33,307,942
Business-type NPL	<u>3,102,139</u>
Total NPL	<u>\$ 36,410,081</u>

Note 8: Other Post-Employment Benefits

A. Plan Description

The City provides certain other post-employment benefits (OPEB) through a single-employer defined benefit healthcare plan which provides health insurance for its retired employees according to the Personnel Rules and Regulations for each of the five employee groups. Benefit provisions are included annually in the Memorandum of Understanding between the City and each of its employee groups and ultimately passed by Council action. Separate financial statements for the plan are not available.

B. Employees Covered

As of the June 30, 2017 measurement date, the following numbers of participants were covered by the benefit terms under the Plan:

Active employees	239
Inactive employees or beneficiaries currently receiving benefits	97
Inactive employees entitled to, but not yet receiving benefits	<u>48</u>
Total	<u>384</u>

C. Funding Policy

The contribution requirements of plan members and the City are established and may be amended by the City, City Council and/or employee associations. Currently, contributions are not required from plan members.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 8: Other Post-Employment Benefits (continued)

The City pays for postemployment health insurance on a pay-as-you-go basis (no prefunding). For fiscal year 2017-2018, the City paid \$644,554 for other postemployment benefits.

D. Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2017 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation using the Alternative Measurement Method dated January 1, 2017 that was rolled forward to determine the June 30, 2017 total OPEB liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions	June 30, 2017 Measurement Date
Actuarial Valuation Date	January 1, 2017
Contribution Policy	No pre-funding
Discount Rate	3.58%
General Inflation	2.75%
Mortality, Retirement, Disability, Termination	Based on CalPERS 1997-2011 Experience Study
Salary increases	3.00%
Medical Trend	Non-Medicare – 7.5% for 2019, decreasing to an ultimate rate of 4.0% in 2076 and later Medicare – 6.5% for 2019, decreasing to an ultimate rate of 4.0% in 2076 and later
Healthcare Participation	90% of employees hired prior to July 1, 2012 50% of employees receiving PEMHCA minimum

E. Discount Rate

A discount rate of 3.58 percent was used in the valuation for measurement date June 30, 2017.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 8: Other Post-Employment Benefits (continued)

F. Changes in the OPEB Liability

The changes in the net OPEB liability for the Plan are as follows:

	(a)	(b) Plan	(a) - (b) = (c)
	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance at June 30, 2017 (6/30/16 measurement date)	\$ 17,879,331	\$ -	\$ 17,879,331
Changes recognized for the measurement period:			
Service cost	664,681	-	664,681
Interest	519,308	-	519,308
Changes in assumptions	(1,694,570)	-	(1,694,570)
Benefit payments	(645,346)	-	(645,346)
Net changes	(1,155,927)	-	(1,155,927)
Balance at June 30, 2018 (6/30/17 measurement date)	\$ 16,723,404	\$ -	\$ 16,723,404

G. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2017:

	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
Net OPEB Liability	\$ 19,112,462	\$ 16,723,404	\$ 14,768,641

H. Sensitivity of the Net OPEB Liability to Changes in the Health Care Trend Rates

The following presents the net OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2017:

	1% Decrease	Current Healthcare Cost Trend Rates	1% Increase
Net OPEB Liability	\$ 15,592,763	\$ 16,723,404	\$ 18,082,578

I. OPEB Plan Fiduciary Net Position

As the City is not prefunding with an OPEB trust, Plan Fiduciary Net Position was \$0 at the June 30, 2017 measurement date.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 8: Other Post-Employment Benefits (continued)

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The net difference between projected and actual earnings on OPEB plan investments is amortized using the straight-line method over 5 years, while all other amounts are amortized over the expected average remaining service lifetime (EARS�) of plan participants.

J. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2018, the City recognized OPEB expense of \$948,342. As of fiscal year ended June 30, 2018, the City reported deferred outflows of resources related to OPEB from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in assumptions	\$ -	\$ 1,452,489
Contributions to OPEB plan subsequent to the measurement date	<u>644,554</u>	<u>-</u>
Total	<u>\$ 644,554</u>	<u>\$ 1,452,489</u>

The \$644,554 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2017 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ending June 30, 2019. Other amounts reported as deferred outflows or inflows of resources related to OPEB will be recognized as expense as follows:

<u>Fiscal Year Ended June 30</u>	<u>Deferred Outflows/(Inflows) of Resources</u>
2019	\$ (242,081)
2020	(242,081)
2021	(242,081)
2022	(242,081)
2023	(242,081)
Thereafter	<u>(242,084)</u>
	<u>\$ (1,452,489)</u>

**NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2018**

Note 9: Insurance

The City is partially self-insured for general liability insurance. The City is responsible for claims up to \$100,000 per occurrence. Coverage in excess of the City's self-insured retention is purchased through CSAC Excess Insurance Authority (CSAC-EIA) up to the statutory limits. The City participates in a risk pool for general liability insurance through CSAC-EIA above the City's self-insured retention of \$100,000 up to \$4,900,000 per occurrence. Reinsurance coverage in excess of the pool layer up to \$25,000,000 is purchased through CSAC-EIA. CSAC-EIA retains responsibility for claims in excess of each member's self-insured retention.

For workers' compensation insurance, the City is covered from the first dollar. Coverage between \$1 and \$5,000,000 is provided by CSAC-EIA. CSAC-EIA participates in an excess pool which provides coverage from \$5,000,000 to \$50,000,000 and purchases excess insurance above \$50,000,000 to the statutory limit.

Workers' compensation and general liability claims incurred prior to July 1, 2014 were covered through the City's participation in the California Joint Powers Insurance Authority.

Note 10: Commitments and Contingencies

Due to the occurrence of several spills from the City's sanitary sewer system, the City entered into a settlement on November 16, 2011, with the Regional Water Quality Control Board, Los Angeles Region and the state Attorney General for violations of the state's general waste discharge requirements. The settlement required the City to cover fines and attorney fees, complete repairs to its sanitary sewer system over a 10 year period, and implement specified system maintenance programs. These requirements will be monitored through an open court proceeding and, if not met; the City could be subjected to further monetary penalties.

The City is presently involved in certain matters of litigation that have arisen in the normal course of conducting City business. City management believes that based upon consultation with the City Attorney, that these cases in the aggregate are not expected to result in a material adverse financial impact on the City beyond that already accrued for in the basic financial statements. Additionally, City management believes that sufficient resources are available to the City to cover any potential losses, should an unfavorable outcome materialize.

Note 11: Successor Agency Trust for Assets of Former Community Redevelopment Agency

On December 29, 2011, the California Supreme Court upheld Assembly Bill 1X 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of South Pasadena that previously had reported a community redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provides that upon dissolution of a community redevelopment agency, a "successor agency" is to be established to hold the assets until they are distributed to other units of state and local government. On January 4, 2012, the City Council elected to become the Successor Agency for the former community redevelopment agency in accordance with the Bill as part of City resolution number 7205.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

**Note 11: Successor Agency Trust for Assets of Former Community Redevelopment Agency
 (continued)**

After enactment of the law, which occurred on June 28, 2011, community redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former community redevelopment agency until all enforceable obligations of the prior community redevelopment agency have been paid in full and all assets have been liquidated.

Cash and investments

At June 30, 2018, Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	\$	64,969
Cash and investments with fiscal agent		198,743
	\$	<u>263,712</u>

Long-term debt

The following is a summary of changes in long-term liabilities for the year ended June 30, 2018:

	Balance June 30, 2017	Additions	Deletions	Balance June 30, 2018	Due Within One Year
2000 Tax Allocation Bond	\$ 1,220,000	\$ -	\$ (125,000)	\$ 1,095,000	\$ 130,000
Total	<u>\$ 1,220,000</u>	<u>\$ -</u>	<u>\$ (125,000)</u>	<u>\$ 1,095,000</u>	<u>\$ 130,000</u>

A description of long-term debt outstanding (excluding defeased debt) of the Successor Agency as of June 30, 2018, follows:

2000 Tax Allocation Bonds

In July 2000, the Agency issued \$2,600,000 in tax allocation bonds for the Downtown Revitalization Project No. 1, which mature annually from May 1, 2001 to May 1, 2025, in increasing amounts from \$55,000 to \$195,000, plus interest at 4.4% to 6.0%, payable semiannually on May 1 and November 1, commencing on November 1, 2000. Bonds are subject to redemption at the option of the Agency beginning May 1, 2010, at a price ranging from 102% to 100% of principal value. Debt service on the bonds is provided by incremental property tax revenues generated within the Downtown Redevelopment Project Area. At June 30, 2018, \$1,095,000 was outstanding.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

**Note 11: Successor Agency Trust for Assets of Former Community Redevelopment Agency
 (continued)**

Pledged Revenue

The City pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defease previously issued bonds. Assembly Bill 1X 26 provided that upon dissolution of the community redevelopment agency, property taxes allocated to community redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved community redevelopment agency. Total principal and interest remaining on the debt is \$1,372,970 with annual debt service requirements as indicated above. For the current fiscal year, the total property tax revenue recognized by the City and Successor Agency for the payment of indebtedness incurred by the dissolved Community Redevelopment Agency was \$194,258 and the debt service obligation on the bonds was \$71,716.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2018, including interest are as follows:

Year Ending June 30,	Principal	Interest	Total
2019	\$ 130,000	\$ 65,570	\$ 195,570
2020	140,000	57,900	197,900
2021	145,000	49,500	194,500
2022	155,000	40,800	195,800
2023	165,000	31,500	196,500
2024 - 2025	360,000	32,700	392,700
Total	<u>\$ 1,095,000</u>	<u>\$ 277,970</u>	<u>\$ 1,372,970</u>

Insurance

The Successor Agency is covered under the City of South Pasadena's insurance policies. Therefore, the limitation and self-insured retentions applicable to the City also apply to the Successor Agency. Additional information as to coverage and self-insured retentions can be found in Note 9.

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 12: Deficit Fund Balances

The following funds have deficits in fund balance at June 30, 2018:

Fund	Amount
Nonmajor Governmental Funds:	
Special Revenue Funds:	
MTA Pedestrian Improvement	\$ (29,951)
CTC Traffic Improvement	(131)
Mission Merdan Public Garage	(321,560)
County Park Bond	(140,710)
MSRC Grant Fund	(134,182)
BTA Grants	(134,274)
Golden Streets Grant	(46,369)
CDBG	(2,437)
Homeland Security Grant	(25,397)
HSIP Grant	(39,173)

The City intends to fund these deficits with future revenue, transfers and reductions of expenditures in future years.

Note 13: Supplementary Budget Information

The City did not adopt a budget for the following funds: MTA Pedestrian Improvement, CTC Traffic Improvement Grant, Asset Forfeiture, CLEEP, Homeland Security Grant, MRSC Grant, and Golden Streets Grant Fund. Accordingly, such budgetary information is not included as supplementary information.

Excess of expenditures over appropriations at the fund level were as follows:

Fund	Appropriations	Expenditures	Excess
Major Governmental Funds:			
General Fund:			
General government:			
Elections	\$ 58,600	\$ 63,733	\$ (5,133)
Personnel	269,400	408,161	(138,761)
Legal services	265,000	292,772	(27,772)
Finance	708,802	795,481	(86,679)
City treasurer	9,249	9,250	(1)
Non-departmental	918,378	1,056,457	(138,079)
Public safety:			
Fire	4,617,889	4,814,959	(197,070)
Community services:			
Library	1,636,477	1,658,357	(21,880)
Non-Major Governmental Funds:			
Parking and Business Improvement	138,000	164,550	(26,550)
Gas Tax	636,608	706,374	(69,766)
County Park Bond	43,500	48,041	(4,541)
Community Development Block Grant	140,835	189,256	(48,421)
State Police Grant	75,000	83,878	(8,878)
Park Impact Fees	-	60,992	(60,992)
Housing Authority	-	3,585	(3,585)

**NOTES TO THE FINANCIAL STATEMENTS
 JUNE 30, 2018**

Note 14: Prior Period Restatement

As discussed in Note 1, the City implemented GASB Statement No. 75 (GASB 75) effective July 1, 2017. GASB 75, among other provisions, amended prior guidance with respect to reporting of postemployment benefits other than pensions (OPEB). GASB 75 establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For other postemployment benefits (OPEB), the City's net OPEB pension liability was not previously recorded on the statement of net position. GASB 75 requires that accounting changes adopted to conform to the provisions of the Statement be applied retroactively by restating financial statements. Accordingly, beginning net position on the Financial Statements has been restated for changes related to GASB 75 as follows:

Government-Wide Statements

Statement of Activities - Governmental Activities

Net position, beginning of year, prior to restatement	\$ 50,972,326
Elimination of OPEB liability as calculated under GASB 45	8,203,230
Recording of initial Net OPEB liability as calculated under GASB 75	(15,483,501)
Recording of initial Net OPEB related deferred amounts as calculated under GASB 75	564,441
Restatement due to change in accounting principle	<u>(6,715,830)</u>
Net position, beginning of year, as restated	<u>\$ 44,256,496</u>

Government-Wide Statements

Statement of Activities - Business-Type Activities

Net position, beginning of year, prior to restatement	\$ 29,479,437
Elimination of OPEB liability as calculated under GASB 45	1,269,770
Recording of initial Net OPEB liability as calculated under GASB 75	(2,395,830)
Recording of initial Net OPEB related deferred amounts as calculated under GASB 75	87,339
Restatement due to change in accounting principle	<u>(1,038,721)</u>
Net position, beginning of year, as restated	<u>\$ 28,440,716</u>

Fund Statements

Statement of Revenues, Expenses, and Changes in Fund Net Position

Water Fund

Net position, beginning of year, prior to restatement	\$ 25,251,378
Elimination of OPEB liability as calculated under GASB 45	1,058,250
Recording of initial Net OPEB liability as calculated under GASB 75	(1,997,121)
Recording of initial Net OPEB related deferred amounts as calculated under GASB 75	72,804
Restatement due to change in accounting principle	<u>(866,067)</u>
Net position, beginning of year, as restated	<u>\$ 24,385,311</u>

Fund Statements

Statement of Revenues, Expenses, and Changes in Fund Net Position

Sewer Fund

Net position, beginning of year, prior to restatement	\$ 3,070,799
Elimination of OPEB liability as calculated under GASB 45	211,520
Recording of initial Net OPEB liability as calculated under GASB 75	(398,709)
Recording of initial Net OPEB related deferred amounts as calculated under GASB 75	14,535
Restatement due to change in accounting principle	<u>(172,654)</u>
Net position, beginning of year, as restated	<u>\$ 2,898,145</u>

REQUIRED SUPPLEMENTARY INFORMATION

**GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE --
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 20,992,099	\$ 20,992,099	\$ 21,251,027	\$ 258,928
Licenses and permits	1,008,440	1,008,440	935,633	(72,807)
Intergovernmental	670,000	670,000	1,512	(668,488)
Charges for services	2,581,050	2,581,050	3,401,310	820,260
Use of money and property	632,671	632,671	579,006	(53,665)
Fines and forfeitures	367,000	367,000	388,061	21,061
Miscellaneous	483,382	483,382	-	(483,382)
Total revenues	<u>26,734,642</u>	<u>26,734,642</u>	<u>26,556,549</u>	<u>(178,093)</u>
Expenditures				
Current:				
General government:				
City council	66,389	66,388	42,847	23,541
City clerk	460,222	460,222	429,972	30,250
Elections	8,600	58,600	63,733	(5,133)
City manager	971,844	971,844	845,476	126,368
Personnel	219,400	269,400	408,161	(138,761)
Transportation planning	187,000	187,000	70,535	116,465
Legal services	265,000	265,000	292,772	(27,772)
Finance	723,802	708,802	795,481	(86,679)
City treasurer	9,249	9,249	9,250	(1)
Information services	425,645	425,645	422,884	2,761
Non-departmental	927,882	918,378	1,056,457	(138,079)
Public safety:				
Police	8,629,312	8,620,012	8,408,418	211,594
Fire	4,682,338	4,617,889	4,814,959	(197,070)
Community development:				
Community development	1,107,892	1,099,492	1,033,506	65,986
Community services:				
Library	1,636,477	1,636,477	1,658,357	(21,880)
Senior center	349,487	349,487	309,118	40,369
Recreation	251,336	246,836	192,458	54,378
After-school day care	856,063	856,063	827,801	28,262
Public works:				
Public works administration	519,453	499,453	419,153	80,300
Environmental services	315,123	304,166	207,645	96,521
Park maintenance	573,345	512,230	493,446	18,784
Facilities maintenance	730,951	729,674	707,375	22,299
Capital outlay	1,851,771	1,808,000	1,780,942	27,058
Total expenditures	<u>25,768,581</u>	<u>25,620,307</u>	<u>25,290,746</u>	<u>329,561</u>
Excess of revenues over expenditures	<u>966,061</u>	<u>1,114,335</u>	<u>1,265,803</u>	<u>151,468</u>
Other Financing Sources (Uses)				
Transfers out	<u>(1,900,000)</u>	<u>(1,900,000)</u>	<u>-</u>	<u>1,900,000</u>
Total other financing sources (uses)	<u>(1,900,000)</u>	<u>(1,900,000)</u>	<u>-</u>	<u>1,900,000</u>
Net change in fund balance	<u>(933,939)</u>	<u>(785,665)</u>	<u>1,265,803</u>	<u>2,051,468</u>
Fund balance, beginning of year	<u>16,625,180</u>	<u>16,625,180</u>	<u>16,625,180</u>	<u>-</u>
Fund balance, end of year	<u>\$ 15,691,241</u>	<u>\$ 15,839,515</u>	<u>\$ 17,890,983</u>	<u>\$ 2,051,468</u>

**REQUIRED SUPPLEMENTARY INFORMATION
 SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
 AND RELATED RATIOS – COST SHARING
 LAST TEN YEARS***

Measurement Date	Employer's Proportion of the Collective Net Pension Liability ¹	Employer's Proportionate Share of the Collective Net Pension Liability	Employer's Covered Payroll	Employer's Proportionate Share of the Collective Net Pension Liability as a percentage of the Employer's Covered Payroll	Pension Plan's Fiduciary Net Position as a percentage of the Total Pension Liability
6/30/2014	0.35660%	\$ 22,189,470	\$ 10,021,859	221.41%	79.82%
6/30/2015	0.35146%	24,123,577	10,601,417	227.55%	78.40%
6/30/2016	0.36618%	31,865,437	10,683,089	298.28%	74.06%
6/30/2017	0.36714%	36,410,081	11,218,719	324.55%	73.31%

¹ Proportion of the net pension liability represents the plan's proportion of PERF C, which includes both the Miscellaneous and Safety Risk Pools excluding the 1959 Survivors Risk Pool.

* Measurement date 6/30/2014 (fiscal year 2014-15) was the first year of implementation, therefore, only four years are presented.

**REQUIRED SUPPLEMENTARY INFORMATION
 SCHEDULE OF PLAN CONTRIBUTIONS – COST SHARING
 LAST TEN YEARS***

<u>Fiscal Year</u>	<u>Measurement Date</u>	<u>Actuarially Determined Contribution</u>	<u>Contributions in Relation to the Actuarially Determined Contribution</u>	<u>Contribution Deficiency (Excess)</u>	<u>Employer's Covered Payroll</u>	<u>Contributions as a Percentage of Covered Payroll</u>
6/30/2015	6/30/2014	\$ 1,926,460	\$ (1,926,460)	\$ -	\$ 10,601,417	18.17%
6/30/2016	6/30/2015	2,445,893	(2,445,893)	-	10,683,089	22.89%
6/30/2017	6/30/2016	3,258,700	(3,258,700)	-	11,218,719	29.05%
6/30/2018	6/30/2017	3,082,379	(3,082,379)	-	11,190,390	27.54%

* Measurement period 2013-14 was the first year of implementation, therefore, only four years are presented.

Notes to Schedule:

Change in Benefit Terms: None

Change in Assumptions: In fiscal year 2018, the accounting discount rate was reduced from 7.65% to 7.15%

**REQUIRED SUPPLEMENTARY INFORMATION
 SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
 LAST TEN YEARS***

Fiscal Year Measurement Period	2017-18 2016-17
Total OPEB Liability	
Service cost	\$ 664,681
Interest	519,308
Changes in assumptions	(1,694,570)
Benefit payments	(645,346)
Net change in total OPEB liability	(1,155,927)
Total OPEB liability - beginning	17,879,331
Total OPEB liability - ending (a)	16,723,404
Plan Fiduciary Net Position	
Contributions – employer	-
Net investment income	-
Benefit payments	-
Administrative expense	-
Net change in plan fiduciary net position	-
Plan fiduciary net position - beginning	-
Plan fiduciary net position - ending (b)	-
Net OPEB liability - ending (a) - (b)	<u>\$ 16,723,404</u>
Plan fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered-employee payroll	\$ 11,644,645
Net OPEB liability as a percentage of covered payroll	143.6%

Notes to Schedule:

Changes in assumptions: Discount rate increased from 2.85% at June 30, 2016 to 3.58% at June 30, 2017

Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

*Fiscal Year 2017-18 was the first year of implementation

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2018**

General Budget Policies

Budgetary control is an essential element in governmental financial reporting. The City, a general law city in the State of California, does not legally require a budget. However, the City Council annually reviews and adopts a budget for the General, Special Revenue, Capital Projects and Enterprise Fund types. To facilitate a greater understanding of the City's operations, budget information for the General, Special Revenue and Capital Projects Funds is included in the accompanying basic financial statements. This detailed budget document is published and is a matter of public record. Each year, the City Manager submits his proposed budget to the City Council. The City Council holds public hearings and may modify the appropriations by majority approval. The legal level of expenditures is controlled at the fund level and operating appropriations lapse at the end of each fiscal year. All budgeted amounts are reported on the same basis as the fund types and adopted on a basis consistent with accounting principles generally accepted in the United States of America. Changes in appropriations at the fund level during the year must be submitted by the City's departments for City Council review and approval. The City Manager may, without Council approval, amend individual line items within any fund and between divisions and programs, in personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for that fund. Department heads may, without Council approval, amend individual line items within any fund in the maintenance and operation portions of the budget without increasing total appropriations for that division. Budget revisions made during fiscal year 2018 were not significant.

SUPPLEMENTARY INFORMATION

NON-MAJOR GOVERNMENTAL FUNDS

Special Revenue Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

201-MTA Pedestrian Improvement Fund – To account for MTA grants used for the Fair Oaks/Mission pedestrian improvement projects which include pedestrian accessibility, widened bikeways, landscaping, lighting modification and aesthetics.

205-Proposition “A” Local Return Fund – To account for all revenues and expenditures associated with the one-half cent sales tax approved by Proposition A in 1980. All revenues of this fund must be expended for transportation-related items as established by the Los Angeles County Transportation Commission.

207-Proposition “C” Local Return Fund – To account for all revenues and expenditures associated with the one-half cent sales tax approved by Proposition C in 1990. All revenues of this fund must be expended for transportation-related items as established by the Los Angeles County Transportation Commission.

208-TEA/Metro Fund – To account for all revenues and expenditures associated with the TEA/Metro Fund. All revenues of this fund must be expended for transportation-related items.

211-CTC Traffic Improvement Grant Fund – To account for state and federal funding of street and intersection improvements relieving congestion at our busiest intersections.

215-Street Lighting and Landscaping Fund – To account for the costs associated with the City’s street lighting and median landscaping programs. These costs are deemed to benefit all property owners who are assessed their proportionate share of the costs. These assessments are placed on the property tax bill and collected and remitted to the City by the County of Los Angeles.

217-Public, Education, and Government Fund – To account for revenues and expenditures used for public education and government access charges that the City’s cable franchise collects. Monies in this fund must be used to purchase equipment related to the production of public education and government access television.

218-Clean Air Act Fund – To account for revenues and expenditures expended for air quality improvement projects as established by the South Coast Air Quality Management District.

220-Business Improvement Tax (BIT) Fund – To account for business improvement tax returns collected by the City for specified purposes within the Parking and Business Improvement Area: (1) decoration of any public place, (2) promotion of public events; (3) furnishing of music; (4) general promotion of retail trade activities.

223-Gold Line Mitigation Fund – To account for the MTA’s funding for the improvements to the Gold Line Mission Street Station.

226-Mission Meridian Public Garage Fund – To account for the revenues and expenditures of the Mission Meridian Public Garage.

NON-MAJOR GOVERNMENTAL FUNDS

228-Housing Authority Fund – To account for the revenues and expenditures for the City of South Pasadena Housing Authority.

230-State Gas Tax Fund – To account for all state gas tax related revenues and expenditures, including street repair, reconstruction and maintenance. State law requires these gasoline taxes to be used to maintain the City's street and highway system.

232-County Park Bond – To account for the revenues and expenditures for the County Park Bond related improvements.

233-Measure R Fund – To account for all revenues and expenditures associated with the one-half cent sales tax approved by Measure R in 2009. All revenues of this fund must be expended for transportation-related items as established by the Los Angeles County Transportation Commission.

236-Measure M Fund – To account for all revenues and expenditures associated with the one-half cent sales tax approved by Measure M in 2016. All revenues of this fund must be expended for transportation-related items as established by the Los Angeles County Transportation Commission.

238-MSRC Grant Fund – To account for the revenues and expenditures for the Mobile Source Air Pollution Reduction Review Committee projects.

245-Bike and Pedestrian Paths Fund – To account for the revenues and expenditures for bike and pedestrian facilities improvements funded by the State of California Transportation Development Act.

248-BTA Grant Fund – To account for the revenues and expenditures for the Bicycle Transportation Account (BTA) grant funded by the Los Angeles County Metropolitan Transportation Authority. This grant was awarded to fund two projects from the City's Bicycle Master Plan: the Mission Street Green Sharrow Lane Project and the South Pasadena Bicycle Parking Project.

249-Golden Streets Grant Fund – To account for the revenues and expenditures for the open streets grant funded by the Los Angeles County Metropolitan Transportation Authority. The goals of the Open Streets Grant Program is to provide opportunities for 1) riding transit, walking and riding a bike, possibly for the first time, 2) to encourage future mode shift to more sustainable transportation modes, and for 3) civic engagement to foster the development of multi-modal policies and infrastructure at the city/community level.

255-Capital Growth Requirement Fund – To account for fees paid to the City for building development to be applied towards the costs of public facilities improvements.

260-Community Development Block Grant (CDBG) Fund – To account for the revenues and expenditures for Community Development Block Grant projects.

270-Asset Forfeiture Fund – To account for proceeds received from forfeiture in narcotics investigations allocated for law enforcement activities.

NON-MAJOR GOVERNMENTAL FUNDS

272, 273 & 274-Federal and State Public Safety Grant Funds – To account for the operations of various federal and state grants, including COPS grants, and Homeland Security grants.

275- Park Impact Fees Fund – To account for the proceeds of a development fee used for the purpose of park facilities improvements and related expenditures.

277- Highway Safety Improvement Program Grant (HSIP) Fund – To account for revenues and expenditures related to street improvements funded by the grant.

Capital Projects Funds

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds.

104-Street Improvements Program Fund – To account for capital expenditures related to street improvements projects.

105-Facilities and Equipment Replacement Fund - To account the replacement costs of City vehicles and equipment.

327-2000 Tax Allocation Bonds Fund – To account for capital expenditures for improvements funded by the bonds formerly held by the Successor Agency to the Community Redevelopment Agency.

**COMBINING BALANCE SHEET
 NON-MAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2018**

	Special Revenue Funds		
	MTA Pedestrian Improvement	Proposition "A"	Proposition "C"
ASSETS			
Pooled cash and investments	\$ -	\$ 760,005	\$ 464,808
Receivables:			
Accounts	-	-	-
Taxes	-	-	-
Interest	-	2,822	1,683
Due from other governments	-	-	-
Due from other funds	-	-	-
Total assets	\$ -	\$ 762,827	\$ 466,491
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ -	\$ 2,939	\$ 2,627
Accrued liabilities	-	3,264	2,417
Deposits payable	-	-	-
Due to other funds	29,951	-	-
Unearned revenue	-	-	-
Total liabilities	29,951	6,203	5,044
Deferred Inflows of Resources:			
Unavailable revenue	-	-	-
Fund Balances (Deficits):			
Restricted for:			
Community development projects	-	-	-
Public safety - police	-	-	-
Community services	-	756,624	-
Public works - streets and roads	-	-	461,447
Capital projects	-	-	-
Public works - street lighting	-	-	-
Committed to:			
Capital projects	-	-	-
Unassigned	(29,951)	-	-
Total fund balances (deficits)	(29,951)	756,624	461,447
Total liabilities, deferred inflows of resources, and fund balances	\$ -	\$ 762,827	\$ 466,491

(continued)

Special Revenue Funds				
CTC Traffic Improvement Grant	Street Lighting	Clean Air Act	Parking and Business Improvement	Gold Line Mitigation
\$ -	\$ 349,573	\$ 114,991	\$ 107,317	\$ 60,480
-	-	-	-	-
-	17,330	-	-	-
-	1,687	412	382	228
-	-	8,557	-	-
-	-	-	-	-
<u>\$ -</u>	<u>\$ 368,590</u>	<u>\$ 123,960</u>	<u>\$ 107,699</u>	<u>\$ 60,708</u>
\$ -	\$ 81,211	\$ -	\$ -	\$ -
-	2,249	-	-	-
-	8,383	-	-	-
131	-	-	-	-
-	-	-	-	-
<u>131</u>	<u>91,843</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	123,960	107,699	60,708
-	276,747	-	-	-
-	-	-	-	-
(131)	-	-	-	-
<u>(131)</u>	<u>276,747</u>	<u>123,960</u>	<u>107,699</u>	<u>60,708</u>
<u>\$ -</u>	<u>\$ 368,590</u>	<u>\$ 123,960</u>	<u>\$ 107,699</u>	<u>\$ 60,708</u>

**COMBINING BALANCE SHEET
 NON-MAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2018**

	Special Revenue Funds		
	Mission Meridian Public Garage	State Gas Tax	County Park Bond
ASSETS			
Pooled cash and investments	\$ -	\$ 923,350	\$ -
Receivables:			
Accounts	3,440	-	-
Taxes	-	-	-
Interest	-	3,545	-
Due from other governments	-	-	-
Due from other funds	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 3,440</u>	<u>\$ 926,895</u>	<u>\$ -</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ -	\$ 18,501	\$ 4,713
Accrued liabilities	-	6,046	-
Deposits payable	-	-	-
Due to other funds	325,000	-	135,997
Unearned revenue	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>325,000</u>	<u>24,547</u>	<u>140,710</u>
Deferred Inflows of Resources:			
Unavailable revenue	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances (Deficits):			
Restricted for:			
Community development projects	-	-	-
Public safety - police	-	-	-
Community services	-	-	-
Public works - streets and roads	-	902,348	-
Capital projects	-	-	-
Public works - street lighting	-	-	-
Committed to:			
Capital projects	-	-	-
Unassigned	(321,560)	-	(140,710)
Total fund balances (deficits)	<u>(321,560)</u>	<u>902,348</u>	<u>(140,710)</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 3,440</u>	<u>\$ 926,895</u>	<u>\$ -</u>

(continued)

Special Revenue Funds				
Capital Growth Requirements	C.D.B.G	Asset Forfeiture	Bike and Pedestrian Paths	State Police Grant
\$ 363,038	\$ -	\$ 3,588	\$ 12	\$ 118,726
-	-	-	-	-
-	-	-	-	-
1,360	-	-	-	491
-	-	-	-	48,747
-	-	-	-	-
<u>\$ 364,398</u>	<u>\$ -</u>	<u>\$ 3,588</u>	<u>\$ 12</u>	<u>\$ 167,964</u>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	2,437	-	-	-
-	-	-	-	-
-	2,437	-	-	3,922
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	12	-
-	-	3,588	-	164,042
-	-	-	-	-
-	-	-	-	-
364,398	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	(2,437)	-	-	-
<u>364,398</u>	<u>(2,437)</u>	<u>3,588</u>	<u>12</u>	<u>164,042</u>
<u>\$ 364,398</u>	<u>\$ -</u>	<u>\$ 3,588</u>	<u>\$ 12</u>	<u>\$ 167,964</u>

**COMBINING BALANCE SHEET
 NON-MAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2018**

	Special Revenue Funds		
	Homeland Security Grant	Park Impact Fees	Measure R
ASSETS			
Pooled cash and investments	\$ -	\$ 435,577	\$ 926,418
Receivables:			
Accounts	-	-	-
Taxes	-	-	-
Interest	-	1,679	3,769
Due from other governments	14,514	-	-
Due from other funds	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total assets	<u>\$ 14,514</u>	<u>\$ 437,256</u>	<u>\$ 930,187</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ -	\$ 20,327	\$ 243,955
Accrued liabilities	-	-	-
Deposits payable	-	-	-
Due to other funds	25,397	-	-
Unearned revenue	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>25,397</u>	<u>20,327</u>	<u>243,955</u>
Deferred Inflows of Resources:			
Unavailable revenue	14,514	-	-
	<u>14,514</u>	<u>-</u>	<u>-</u>
Fund Balances (Deficits):			
Restricted for:			
Community development projects	-	-	-
Public safety - police	-	-	-
Community services	-	416,929	-
Public works - streets and roads	-	-	686,232
Capital projects	-	-	-
Public works - street lighting	-	-	-
Committed to:			
Capital projects	-	-	-
Unassigned	(25,397)	-	-
	<u>(25,397)</u>	<u>-</u>	<u>-</u>
Total fund balances (deficits)	<u>(25,397)</u>	<u>416,929</u>	<u>686,232</u>
	<u>\$ 14,514</u>	<u>\$ 437,256</u>	<u>\$ 930,187</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 14,514</u>	<u>\$ 437,256</u>	<u>\$ 930,187</u>

(continued)

Special Revenue Funds				
Measure M	TDA/Metro Grant Fund	Public Education	Road Maintenance & Rehab	MSRC Grant Fund
\$ 273,300	\$ 499,405	\$ 135,223	\$ 97,168	\$ -
-	-	-	-	-
-	-	-	-	-
922	2,383	505	256	-
-	-	-	55,090	-
-	-	-	-	-
<u>\$ 274,222</u>	<u>\$ 501,788</u>	<u>\$ 135,728</u>	<u>\$ 152,514</u>	<u>\$ -</u>
\$ -	\$ 8,697	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	-	-	134,182
-	-	-	-	-
-	8,697	-	-	134,182
-	-	-	-	-
-	-	135,728	152,514	-
-	-	-	-	-
-	-	-	-	-
274,222	493,091	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	(134,182)
<u>274,222</u>	<u>493,091</u>	<u>135,728</u>	<u>152,514</u>	<u>(134,182)</u>
<u>\$ 274,222</u>	<u>\$ 501,788</u>	<u>\$ 135,728</u>	<u>\$ 152,514</u>	<u>\$ -</u>

**COMBINING BALANCE SHEET
 NON-MAJOR GOVERNMENTAL FUNDS
 JUNE 30, 2018**

	Special Revenue Funds		
	BTA Grant Fund	Housing Authority Fund	Golden Streets Grant Fund
ASSETS			
Pooled cash and investments	\$ -	\$ 53,682	\$ -
Receivables:			
Accounts	-	-	-
Taxes	-	-	-
Interest	-	204	-
Due from other governments	-	-	217,560
Due from other funds	-	-	-
Total assets	\$ -	\$ 53,886	\$ 217,560
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 106,590	\$ -	\$ -
Accrued liabilities	-	-	-
Deposits payable	-	2,229	-
Due to other funds	27,684	-	46,369
Unearned revenue	-	-	-
Total liabilities	134,274	2,229	46,369
Deferred Inflows of Resources:			
Unavailable revenue	-	-	217,560
Fund Balances (Deficits):			
Restricted for:			
Community development projects	-	51,657	-
Public safety - police	-	-	-
Community services	-	-	-
Public works - streets and roads	-	-	-
Capital projects	-	-	-
Public works - street lighting	-	-	-
Committed to:			
Capital projects	-	-	-
Unassigned	(134,274)	-	(46,369)
Total fund balances (deficits)	(134,274)	51,657	(46,369)
Total liabilities, deferred inflows of resources, and fund balances	\$ -	\$ 53,886	\$ 217,560

(continued)

Revenue Funds	Capital Projects Funds			Total Nonmajor Governmental Funds
HSIP Grant Fund	Facilities & Equip. Capital Project	2000 Tax Allocation Bonds Fund	Streets Improvement Program Fund	
\$ -	\$ 493,551	\$ 904,128	\$ 802,524	\$ 7,886,864
-	-	-	-	3,440
-	-	-	-	17,330
-	1,861	10	-	24,199
2,338	-	-	-	346,806
-	-	-	-	-
\$ 2,338	\$ 495,412	\$ 904,138	\$ 802,524	\$ 8,278,639
\$ 2,709	\$ -	\$ -	\$ 501,215	\$ 997,406
-	-	-	-	13,976
-	-	-	-	10,612
36,464	-	-	-	763,612
-	-	-	-	-
39,173	-	-	501,215	1,785,606
2,338	-	-	-	234,412
-	-	904,138	-	1,244,049
-	-	-	-	167,630
-	-	-	-	1,173,553
-	-	-	-	2,817,340
-	-	-	-	656,765
-	-	-	-	276,747
-	495,412	-	301,309	796,721
(39,173)	-	-	-	(874,184)
(39,173)	495,412	904,138	301,309	6,258,621
\$ 2,338	\$ 495,412	\$ 904,138	\$ 802,524	\$ 8,278,639

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 NON-MAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Special Revenue Funds		
	MTA Pedestrian Improvement	Proposition "A"	Proposition "C"
Revenues			
Taxes	\$ -	\$ 485,507	\$ 403,270
Assessments	-	-	-
Licenses and permits	-	-	34,387
Intergovernmental	-	-	-
Charges for services	-	4,419	-
Use of money and property	-	5,149	3,661
Fines and forfeitures	-	-	-
Contributions	-	-	-
Miscellaneous	-	14,825	-
Total revenues	<u>-</u>	<u>509,900</u>	<u>441,318</u>
Expenditures			
Current:			
General government	-	14,494	4,528
Public safety	-	-	-
Community development	-	-	-
Community services	-	308,333	209,982
Public works	-	-	3,246
Capital outlay	-	78,935	496,610
Total expenditures	<u>-</u>	<u>401,762</u>	<u>714,366</u>
Net change in fund balance	-	108,138	(273,048)
Fund Balances (Deficit), Beginning	<u>(29,951)</u>	<u>648,486</u>	<u>734,495</u>
Fund Balances (Deficit), Ending	<u>\$ (29,951)</u>	<u>\$ 756,624</u>	<u>\$ 461,447</u>

(continued)

Special Revenue Funds				
CTC Traffic Improvement Grant	Street Lighting	Clean Air Act	Parking and Business Improvement	Gold Line Mitigation
\$ -	\$ -	\$ -	\$ 113,120	\$ -
-	890,227	-	-	-
-	-	-	31,329	-
-	-	33,211	-	-
-	-	-	-	-
-	2,509	1,005	535	327
-	-	-	-	-
-	16,135	-	-	-
-	14,475	-	-	-
-	923,346	34,216	144,984	327
163	-	11,251	164,550	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	795,549	-	-	-
-	102,165	39,427	-	-
163	897,714	50,678	164,550	-
(163)	25,632	(16,462)	(19,566)	327
32	251,115	140,422	127,265	60,381
<u>\$ (131)</u>	<u>\$ 276,747</u>	<u>\$ 123,960</u>	<u>\$ 107,699</u>	<u>\$ 60,708</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 NON-MAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Special Revenue Funds		
	Mission Meridian Public Garage	State Gas Tax	County Park Bond
Revenues			
Taxes	\$ -	\$ -	\$ -
Assessments	-	-	-
Licenses and permits	-	-	-
Intergovernmental	-	550,895	30,437
Charges for services	-	65,000	-
Use of money and property	9,096	7,168	-
Fines and forfeitures	-	-	-
Contributions	-	-	-
Miscellaneous	-	-	-
Total revenues	<u>9,096</u>	<u>623,063</u>	<u>30,437</u>
Expenditures			
Current:			
General government	11,321	-	-
Public safety	-	-	-
Community development	-	-	-
Community services	-	-	-
Public works	-	559,734	48,041
Capital outlay	-	146,640	-
Total expenditures	<u>11,321</u>	<u>706,374</u>	<u>48,041</u>
Net change in fund balance	(2,225)	(83,311)	(17,604)
Fund Balances (Deficit), Beginning	<u>(319,335)</u>	<u>985,659</u>	<u>(123,106)</u>
Fund Balances (Deficit), Ending	<u>\$ (321,560)</u>	<u>\$ 902,348</u>	<u>\$ (140,710)</u>

(continued)

Special Revenue Funds				
Capital Growth Requirements	C.D.B.G	Asset Forfeiture	Bike and Pedestrian Paths	State Police Grant
\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	161,571	-	-	148,747
84,707	-	-	-	-
2,339	-	12	-	693
-	-	-	-	-
-	-	-	-	-
-	25,248	-	-	-
<u>87,046</u>	<u>186,819</u>	<u>12</u>	<u>-</u>	<u>149,440</u>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	45,654	-	-	-
-	-	-	-	-
-	143,602	-	-	83,878
<u>-</u>	<u>189,256</u>	<u>-</u>	<u>-</u>	<u>83,878</u>
87,046	(2,437)	12	-	65,562
<u>277,352</u>	<u>-</u>	<u>3,576</u>	<u>12</u>	<u>98,480</u>
<u>\$ 364,398</u>	<u>\$ (2,437)</u>	<u>\$ 3,588</u>	<u>\$ 12</u>	<u>\$ 164,042</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 NON-MAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Special Revenue Funds		
	Homeland Security Grant	Park Impact Fees	Measure R
Revenues			
Taxes	\$ -	\$ -	\$ 301,630
Assessments	-	-	-
Licenses and permits	-	-	-
Intergovernmental	-	-	-
Charges for services	-	156,380	-
Use of money and property	-	2,434	6,917
Fines and forfeitures	-	-	-
Contributions	-	-	-
Miscellaneous	-	-	-
Total revenues	-	158,814	308,547
Expenditures			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	-	-
Community services	-	19,200	-
Public works	-	-	-
Capital outlay	-	41,792	410,531
Total expenditures	-	60,992	410,531
Net change in fund balance	-	97,822	(101,984)
Fund Balances (Deficit), Beginning	(25,397)	319,107	788,216
Fund Balances (Deficit), Ending	<u>\$ (25,397)</u>	<u>\$ 416,929</u>	<u>\$ 686,232</u>

(continued)

Special Revenue Funds				
Measure M	TDA/Metro Grant Fund	Public Education	Road Maintenance & Rehab	MSRC Grant Fund
\$ 273,345	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
-	-	12,068	152,302	-
-	-	-	-	-
877	3,878	708	212	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
<u>274,222</u>	<u>3,878</u>	<u>12,776</u>	<u>152,514</u>	<u>-</u>
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	343,225	-	-	134,182
-	343,225	-	-	134,182
<u>274,222</u>	<u>(339,347)</u>	<u>12,776</u>	<u>152,514</u>	<u>(134,182)</u>
-	832,438	122,952	-	-
<u>\$ 274,222</u>	<u>\$ 493,091</u>	<u>\$ 135,728</u>	<u>\$ 152,514</u>	<u>\$ (134,182)</u>

**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 NON-MAJOR GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Special Revenue Funds		
	BTA Grant Fund	Housing Authority Fund	Golden Streets Grant Fund
Revenues			
Taxes	\$ -	\$ -	\$ -
Assessments	-	-	-
Licenses and permits	-	-	-
Intergovernmental	-	-	258,691
Charges for services	-	-	-
Use of money and property	-	19,621	-
Fines and forfeitures	-	-	-
Contributions	-	-	-
Miscellaneous	-	-	-
Total revenues	-	19,621	258,691
Expenditures			
Current:			
General government	-	-	-
Public safety	-	-	-
Community development	-	3,585	-
Community services	-	-	-
Public works	-	-	41,130
Capital outlay	106,590	-	-
Total expenditures	106,590	3,585	41,130
Net change in fund balance	(106,590)	16,036	217,561
Fund Balances (Deficit), Beginning	(27,684)	35,621	(263,930)
Fund Balances (Deficit), Ending	\$ (134,274)	\$ 51,657	\$ (46,369)

(continued)

Special Revenue Funds	Capital Projects Funds			Total Nonmajor Governmental Funds
HSIP Grant Fund	Facilities & Equip. Capital Project	2000 Tax Allocation Bonds Fund	Streets Improvement Program Fund	
\$ -	\$ -	\$ -	\$ -	\$ 1,576,872
-	-	-	-	890,227
-	-	-	-	65,716
25,163	-	-	-	1,373,085
-	-	-	-	310,506
-	2,877	1,725	-	71,743
-	-	-	-	-
-	-	-	-	16,135
-	-	-	-	54,548
<u>25,163</u>	<u>2,877</u>	<u>1,725</u>	<u>-</u>	<u>4,358,832</u>
-	-	-	-	206,307
-	-	-	-	-
-	-	-	-	3,585
-	-	-	-	583,169
19,520	-	-	-	1,467,220
<u>42,478</u>	<u>517,258</u>	<u>-</u>	<u>1,171,701</u>	<u>3,859,014</u>
<u>61,998</u>	<u>517,258</u>	<u>-</u>	<u>1,171,701</u>	<u>6,119,295</u>
(36,835)	(514,381)	1,725	(1,171,701)	(1,760,463)
<u>(2,338)</u>	<u>1,009,793</u>	<u>902,413</u>	<u>1,473,010</u>	<u>8,019,084</u>
<u>\$ (39,173)</u>	<u>\$ 495,412</u>	<u>\$ 904,138</u>	<u>\$ 301,309</u>	<u>\$ 6,258,621</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 PROPOSITION "A"
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 484,086	\$ 484,086	\$ 485,507	\$ 1,421
Charges for services	5,000	5,000	4,419	(581)
Use of money and property	7,800	7,800	5,149	(2,651)
Miscellaneous	11,200	11,200	14,825	3,625
Total revenues	<u>508,086</u>	<u>508,086</u>	<u>509,900</u>	<u>1,814</u>
Expenditures				
Current:				
General government	14,312	14,312	14,494	(182)
Community services	486,873	454,832	308,333	146,499
Capital outlay	-	-	78,935	(78,935)
Total expenditures	<u>501,185</u>	<u>469,144</u>	<u>401,762</u>	<u>67,382</u>
Net change in fund balance	6,901	38,942	108,138	69,196
Fund balance, beginning	<u>648,486</u>	<u>648,486</u>	<u>648,486</u>	<u>-</u>
Fund balance, ending	<u>\$ 655,387</u>	<u>\$ 687,428</u>	<u>\$ 756,624</u>	<u>\$ 69,196</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 PROPOSITION "C"
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 401,536	\$ 401,536	\$ 403,270	\$ 1,734
Licenses and permits	40,000	40,000	34,387.00	(5,613)
Use of money and property	4,500	4,500	3,661	(839)
Total revenues	<u>446,036</u>	<u>446,036</u>	<u>441,318</u>	<u>(4,718)</u>
Expenditures				
Current:				
General government	30,397	30,397	4,528	25,869
Community services	230,793	230,793	209,982	20,811
Public works	-	-	3,246	(3,246)
Capital outlay	745,000	665,000	496,610	168,390
Total expenditures	<u>1,006,190</u>	<u>926,190</u>	<u>714,366</u>	<u>211,824</u>
Net change in fund balance	(560,154)	(480,154)	(273,048)	207,106
Fund balance, beginning	<u>734,495</u>	<u>734,495</u>	<u>734,495</u>	-
Fund balance, ending	<u>\$ 174,341</u>	<u>\$ 254,341</u>	<u>\$ 461,447</u>	<u>\$ 207,106</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 STREET LIGHTING
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Assessments	\$ 890,000	\$ 890,000	\$ 890,227	\$ 227
Use of money and property	-	-	2,509	2,509
Contributions	-	-	16,135	16,135
Miscellaneous	-	-	14,475	14,475
Total revenues	<u>890,000</u>	<u>890,000</u>	<u>923,346</u>	<u>33,346</u>
Expenditures				
Current:				
Public works	955,060	935,126	795,549	139,577
Capital outlay	170,000	170,000	102,165	67,835
Total expenditures	<u>1,125,060</u>	<u>1,105,126</u>	<u>897,714</u>	<u>207,412</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(235,060)</u>	<u>(215,126)</u>	<u>25,632</u>	<u>(174,066)</u>
Other Financing Sources (Uses)				
Transfers in	50,000	50,000	-	50,000
Total other financing sources (uses)	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Net change in fund balance	(185,060)	(165,126)	25,632	190,758
Fund balance, beginning	<u>251,115</u>	<u>251,115</u>	<u>251,115</u>	<u>-</u>
Fund balance, ending	<u>\$ 66,055</u>	<u>\$ 85,989</u>	<u>\$ 276,747</u>	<u>\$ 190,758</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 CLEAN AIR ACT
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 32,000	\$ 32,000	\$ 33,211	\$ 1,211
Use of money and property	1,700	1,700	1,005	(695)
Total revenues	<u>33,700</u>	<u>33,700</u>	<u>34,216</u>	<u>516</u>
Expenditures				
Current:				
General government	-	-	11,251	(11,251)
Capital outlay	52,000	52,000	39,427	12,573
Total expenditures	<u>52,000</u>	<u>52,000</u>	<u>50,678</u>	<u>1,322</u>
Net change in fund balance	(18,300)	(18,300)	(16,462)	1,838
Fund balance, beginning	<u>140,422</u>	<u>140,422</u>	<u>140,422</u>	<u>-</u>
Fund balance, ending	<u>\$ 122,122</u>	<u>\$ 122,122</u>	<u>\$ 123,960</u>	<u>\$ 1,838</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 PARKING AND BUSINESS DEVELOPMENT
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 115,000	\$ 115,000	\$ 113,120	\$ (1,880)
Licenses and permits	40,000	40,000	31,329	(8,671)
Use of money and property	-	-	535	535
Total revenues	<u>155,000</u>	<u>155,000</u>	<u>144,984</u>	<u>(10,016)</u>
Expenditures				
Current:				
General government	138,000	138,000	164,550	(26,550)
Total expenditures	<u>138,000</u>	<u>138,000</u>	<u>164,550</u>	<u>(26,550)</u>
Net change in fund balance	17,000	17,000	(19,566)	(36,566)
Fund balance (deficit), beginning	<u>127,265</u>	<u>127,265</u>	<u>127,265</u>	<u>-</u>
Fund balance (deficit), ending	<u>\$ 144,265</u>	<u>\$ 144,265</u>	<u>\$ 107,699</u>	<u>\$ (36,566)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 GOLD LINE MITIGATION
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Use of money and property	\$ -	\$ -	\$ 327	\$ 327
Total revenues	-	-	327	327
Expenditures				
Capital outlay	40,381	40,381	-	40,381
Total expenditures	40,381	40,381	-	40,381
Net change in fund balance	(40,381)	(40,381)	327	40,708
Fund balance, beginning	60,381	60,381	60,381	-
Fund balance, ending	\$ 20,000	\$ 20,000	\$ 60,708	\$ 40,708

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 MISSION MERIDIAN PUBLIC GARAGE
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Use of money and property	\$ 990	\$ 990	\$ 9,096	\$ 8,106
Total revenues	990	990	9,096	8,106
Expenditures				
Current:				
General government	26,000	26,000	11,321	14,679
Total expenditures	26,000	26,000	11,321	14,679
Net change in fund balance	(25,010)	(25,010)	(2,225)	22,785
Fund balance (deficit), beginning	(319,335)	(319,335)	(319,335)	-
Fund balance (deficit), ending	\$ (344,345)	\$ (344,345)	\$ (321,560)	\$ 22,785

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 STATE GAS TAX
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 553,094	\$ 553,094	\$ 550,895	\$ (2,199)
Charges for services	-	-	65,000	65,000
Use of money and property	13,000	13,000	7,168	(5,832)
Total revenues	<u>566,094</u>	<u>566,094</u>	<u>623,063</u>	<u>56,969</u>
Expenditures				
Current:				
Public works	636,608	636,608	559,734	76,874
Capital outlay	149,194	-	146,640	(146,640)
Total expenditures	<u>785,802</u>	<u>636,608</u>	<u>706,374</u>	<u>(69,766)</u>
Net change in fund balance	(219,708)	(70,514)	(83,311)	(12,797)
Fund balance (deficit), beginning	<u>985,659</u>	<u>985,659</u>	<u>985,659</u>	<u>-</u>
Fund balance (deficit), ending	<u>\$ 765,951</u>	<u>\$ 915,145</u>	<u>\$ 902,348</u>	<u>\$ (12,797)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 COUNTY PARK BOND
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 43,500	\$ 43,500	\$ 30,437	\$ (13,063)
Total revenues	<u>43,500</u>	<u>43,500</u>	<u>30,437</u>	<u>(13,063)</u>
Expenditures				
Current:				
Public works	43,500	43,500	48,041	(4,541)
Total expenditures	<u>43,500</u>	<u>43,500</u>	<u>48,041</u>	<u>(4,541)</u>
Net change in fund balance	-	-	(17,604)	(17,604)
Fund balance (deficit), beginning	<u>(123,106)</u>	<u>(123,106)</u>	<u>(123,106)</u>	-
Fund balance (deficit), ending	<u>\$ (123,106)</u>	<u>\$ (123,106)</u>	<u>\$ (140,710)</u>	<u>\$ (17,604)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 CAPITAL GROWTH REQUIREMENTS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Charges for services	\$ 32,000	\$ 32,000	\$ 84,707	\$ 52,707
Use of money and property	1,000	1,000	2,339	1,339
Total revenues	<u>33,000</u>	<u>33,000</u>	<u>87,046</u>	<u>54,046</u>
Net change in fund balance	33,000	33,000	87,046	54,046
Fund balance, beginning	<u>277,352</u>	<u>277,352</u>	<u>277,352</u>	<u>-</u>
Fund balance, ending	<u>\$ 310,352</u>	<u>\$ 310,352</u>	<u>\$ 364,398</u>	<u>\$ 54,046</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 CDBG
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 119,835	\$ 119,835	\$ 161,571	\$ 41,736
Miscellaneous	21,000	21,000	25,248	4,248
Total revenues	<u>140,835</u>	<u>140,835</u>	<u>186,819</u>	<u>45,984</u>
Expenditures				
Current:				
Community services	39,000	39,000	45,654	(6,654)
Capital outlay	104,555	101,835	143,602	(41,767)
Total expenditures	<u>143,555</u>	<u>140,835</u>	<u>189,256</u>	<u>(48,421)</u>
Net change in fund balance	(2,720)	-	(2,437)	(2,437)
Fund balance, beginning	-	-	-	-
Fund balance (deficit), ending	<u>\$ (2,720)</u>	<u>\$ -</u>	<u>\$ (2,437)</u>	<u>\$ (2,437)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 BIKE AND PEDESTRIAN PATHS
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 79,198	\$ 79,198	\$ -	\$ (79,198)
Use of money and property	100	100	-	(100)
Total revenues	<u>79,298</u>	<u>79,298</u>	<u>-</u>	<u>(79,298)</u>
Expenditures				
Capital outlay	79,198	79,198	-	79,198
Total expenditures	<u>79,198</u>	<u>79,198</u>	<u>-</u>	<u>79,198</u>
Net change in fund balance	100	100	-	(100)
Fund balance, beginning	<u>12</u>	<u>12</u>	<u>12</u>	<u>-</u>
Fund balance, ending	<u>\$ 112</u>	<u>\$ 112</u>	<u>\$ 12</u>	<u>\$ (100)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 STATE POLICE GRANT
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 115,000	\$ 115,000	\$ 148,747	\$ 33,747
Use of money and property	1,500	1,500	693	(807)
Total revenues	<u>116,500</u>	<u>116,500</u>	<u>149,440</u>	<u>32,940</u>
Expenditures				
Capital outlay	<u>170,819</u>	<u>75,000</u>	<u>83,878</u>	<u>(8,878)</u>
Total expenditures	<u>170,819</u>	<u>75,000</u>	<u>83,878</u>	<u>(8,878)</u>
Net change in fund balance	(54,319)	41,500	65,562	24,062
Fund balance, beginning	<u>98,480</u>	<u>98,480</u>	<u>98,480</u>	<u>-</u>
Fund balance, ending	<u>\$ 44,161</u>	<u>\$ 139,980</u>	<u>\$ 164,042</u>	<u>\$ 24,062</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 PARK IMPACT FEES
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Charges for services	\$ 40,000	\$ 40,000	\$ 156,380	\$ 116,380
Use of money and property	-	-	2,434	2,434
Total revenues	<u>40,000</u>	<u>40,000</u>	<u>158,814</u>	<u>118,814</u>
Expenditures				
Current:				
Community services	-	-	19,200	(19,200)
Capital outlay	-	-	41,792	(41,792)
Total expenditures	<u>-</u>	<u>-</u>	<u>60,992</u>	<u>(60,992)</u>
Net change in fund balance	40,000	40,000	97,822	57,822
Fund balance, beginning	<u>319,107</u>	<u>319,107</u>	<u>319,107</u>	<u>-</u>
Fund balance, ending	<u>\$ 359,107</u>	<u>\$ 359,107</u>	<u>\$ 416,929</u>	<u>\$ 57,822</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 MEASURE R
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 301,158	\$ 301,158	\$ 301,630	\$ 472
Use of money and property	2,000	2,000	6,917	4,917
Total revenues	<u>303,158</u>	<u>303,158</u>	<u>308,547</u>	<u>5,389</u>
Expenditures				
Capital outlay	696,905	686,760	410,531	276,229
Total expenditures	<u>696,905</u>	<u>686,760</u>	<u>410,531</u>	<u>276,229</u>
Net change in fund balance	(393,747)	(383,602)	(101,984)	281,618
Fund balance, beginning	<u>788,216</u>	<u>788,216</u>	<u>788,216</u>	-
Fund balance, ending	<u>\$ 394,469</u>	<u>\$ 404,614</u>	<u>\$ 686,232</u>	<u>\$ 281,618</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 TDA/METRO GRANT FUND
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Use of money and property	\$ 2,000	\$ 2,000	\$ 3,878	\$ 1,878
Total revenues	<u>2,000</u>	<u>2,000</u>	<u>3,878</u>	<u>1,878</u>
Expenditures				
Capital outlay	<u>380,000</u>	<u>380,000</u>	<u>343,225</u>	<u>36,775</u>
Total expenditures	<u>380,000</u>	<u>380,000</u>	<u>343,225</u>	<u>36,775</u>
Net change in fund balance	(378,000)	(378,000)	(339,347)	38,653
Fund balance, beginning	<u>832,438</u>	<u>832,438</u>	<u>832,438</u>	<u>-</u>
Fund balance, ending	<u>\$ 454,438</u>	<u>\$ 454,438</u>	<u>\$ 493,091</u>	<u>\$ 38,653</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 PUBLIC EDUCATION
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 24,000	\$ 24,000	\$ 12,068	\$ (11,932)
Use of money and property	-	-	708	708
Total revenues	<u>24,000</u>	<u>24,000</u>	<u>12,776</u>	<u>(11,224)</u>
Net change in fund balance	24,000	24,000	12,776	(11,224)
Fund balance, beginning	<u>122,952</u>	<u>122,952</u>	<u>122,952</u>	<u>-</u>
Fund balance, ending	<u>\$ 146,952</u>	<u>\$ 146,952</u>	<u>\$ 135,728</u>	<u>\$ (11,224)</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 BTA GRANT FUND
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 418,500	\$ 418,500	\$ -	\$ (418,500)
Total revenues	<u>418,500</u>	<u>418,500</u>	<u>-</u>	<u>(418,500)</u>
Expenditures				
Current:				
Public works	44,000	44,000	-	44,000
Capital outlay	418,500	418,500	106,590	311,910
Total expenditures	<u>462,500</u>	<u>462,500</u>	<u>106,590</u>	<u>355,910</u>
Net change in fund balance	(44,000)	(44,000)	(106,590)	(62,590)
Fund balance (deficit), beginning	<u>(27,684)</u>	<u>(27,684)</u>	<u>(27,684)</u>	<u>-</u>
Fund balance (deficit), ending	<u>\$ (71,684)</u>	<u>\$ (71,684)</u>	<u>\$ (134,274)</u>	<u>\$ (62,590)</u>

CITY OF SOUTH PASADENA

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 HOUSING AUTHORITY
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Use of money and property	\$ 21,098	\$ 9,098	\$ 19,621	\$ 10,523
Total revenues	<u>21,098</u>	<u>9,098</u>	<u>19,621</u>	<u>10,523</u>
Expenditures				
Current:				
Community development	-	-	3,585	(3,585)
Total expenditures	<u>-</u>	<u>-</u>	<u>3,585</u>	<u>(3,585)</u>
Net change in fund balance	21,098	9,098	16,036	6,938
Fund balance, beginning	<u>35,621</u>	<u>35,621</u>	<u>35,621</u>	<u>-</u>
Fund balance, ending	<u>\$ 56,719</u>	<u>\$ 44,719</u>	<u>\$ 51,657</u>	<u>\$ 6,938</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 HSIP GRANT FUND
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 315,900	\$ 315,900	\$ 25,163	\$ (290,737)
Total revenues	<u>315,900</u>	<u>315,900</u>	<u>25,163</u>	<u>(290,737)</u>
Expenditures				
Current:				
Public works	-	-	19,520	(19,520)
Capital outlay	911,800	455,900	42,478	413,422
Total expenditures	<u>911,800</u>	<u>455,900</u>	<u>61,998</u>	<u>393,902</u>
Net change in fund balance	(595,900)	(140,000)	(36,835)	103,165
Fund balance (deficit), beginning	<u>(2,338)</u>	<u>(2,338)</u>	<u>(2,338)</u>	<u>-</u>
Fund balance (deficit), ending	<u>\$ (598,238)</u>	<u>\$ (142,338)</u>	<u>\$ (39,173)</u>	<u>\$ 103,165</u>

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 FACILITIES & EQUIPMENT CAPITAL PROJECT
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amount	Variance with Final Budget
	Original	Final		
Revenues				
Use of money and property	\$ -	\$ -	\$ 2,877	\$ 2,877
Total revenues	-	-	2,877	2,877
Expenditures				
Capital outlay	1,006,135	749,280	517,258	232,022
Total expenditures	1,006,135	749,280	517,258	232,022
Excess (deficiency) of revenues over (under) expenditures	(1,006,135)	(749,280)	(514,381)	234,899
Other financing sources				
Transfers in	385,000	385,000	-	(385,000)
Total other financing sources	385,000	385,000	-	(385,000)
Net change in fund balance	(621,135)	(364,280)	(514,381)	(150,101)
Fund balance, beginning	1,009,793	1,009,793	1,009,793	-
Fund balance, ending	\$ 388,658	\$ 645,513	\$ 495,412	\$ (150,101)

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
 BUDGET AND ACTUAL
 STREETS IMPROVEMENT PROGRAM CAPITAL PROJECT
 FOR THE YEAR ENDED JUNE 30, 2018**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
Revenues				
Intergovernmental	\$ 150,000	\$ -	\$ -	\$ -
Total revenues	150,000	-	-	-
Expenditures				
Capital outlay	1,607,965	1,550,000	1,171,701	378,299
Total expenditures	1,607,965	1,550,000	1,171,701	378,299
Excess (deficiency) of revenues over (under) expenditures	(1,457,965)	(1,550,000)	(1,171,701)	378,299
Other financing sources				
Transfers in	1,300,000	1,300,000	-	(1,300,000)
Total other financing sources	1,300,000	1,300,000	-	(1,300,000)
Net change in fund balance	(157,965)	(250,000)	(1,171,701)	(921,701)
Fund balance, beginning	1,473,010	1,473,010	1,473,010	-
Fund balance, ending	\$ 1,315,045	\$ 1,223,010	\$ 301,309	\$ (921,701)

Draft
Subject to Change

STATISTICAL SECTION

**STATISTICAL SECTION
JUNE 30, 2018**

The statistical section of the City of South Pasadena's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information say about the City's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain trend information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.

Debt Capacity

These schedules contain trend information to help the reader assess the affordability of the City's current levels of understanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within the City's financial activities take place and to help make comparison over time and with other governments.

Operating Information

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Source: Unless otherwise noted, the information in the schedules is derived from the comprehensive annual financial reports for the relevant year.

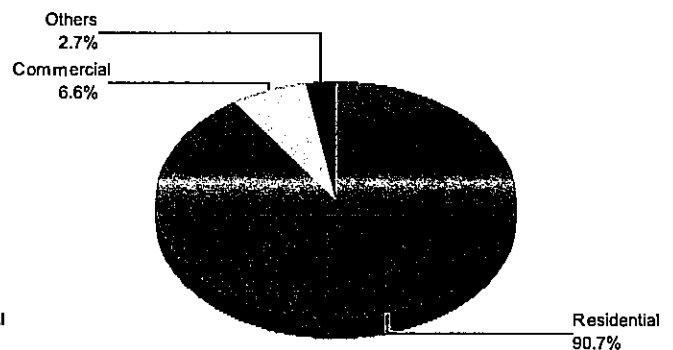
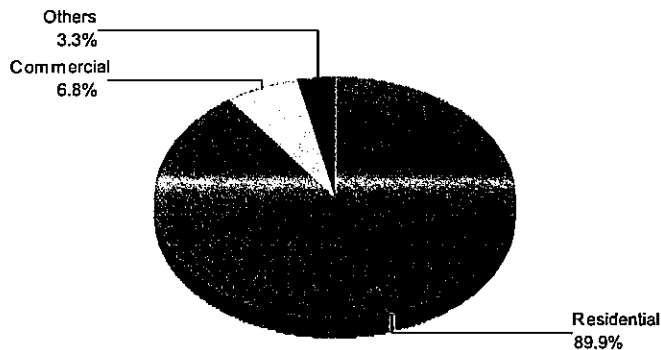
THE CITY OF SOUTH PASADENA 2017/18 USE CATEGORY SUMMARY

BASIC PROPERTY VALUE TABLE

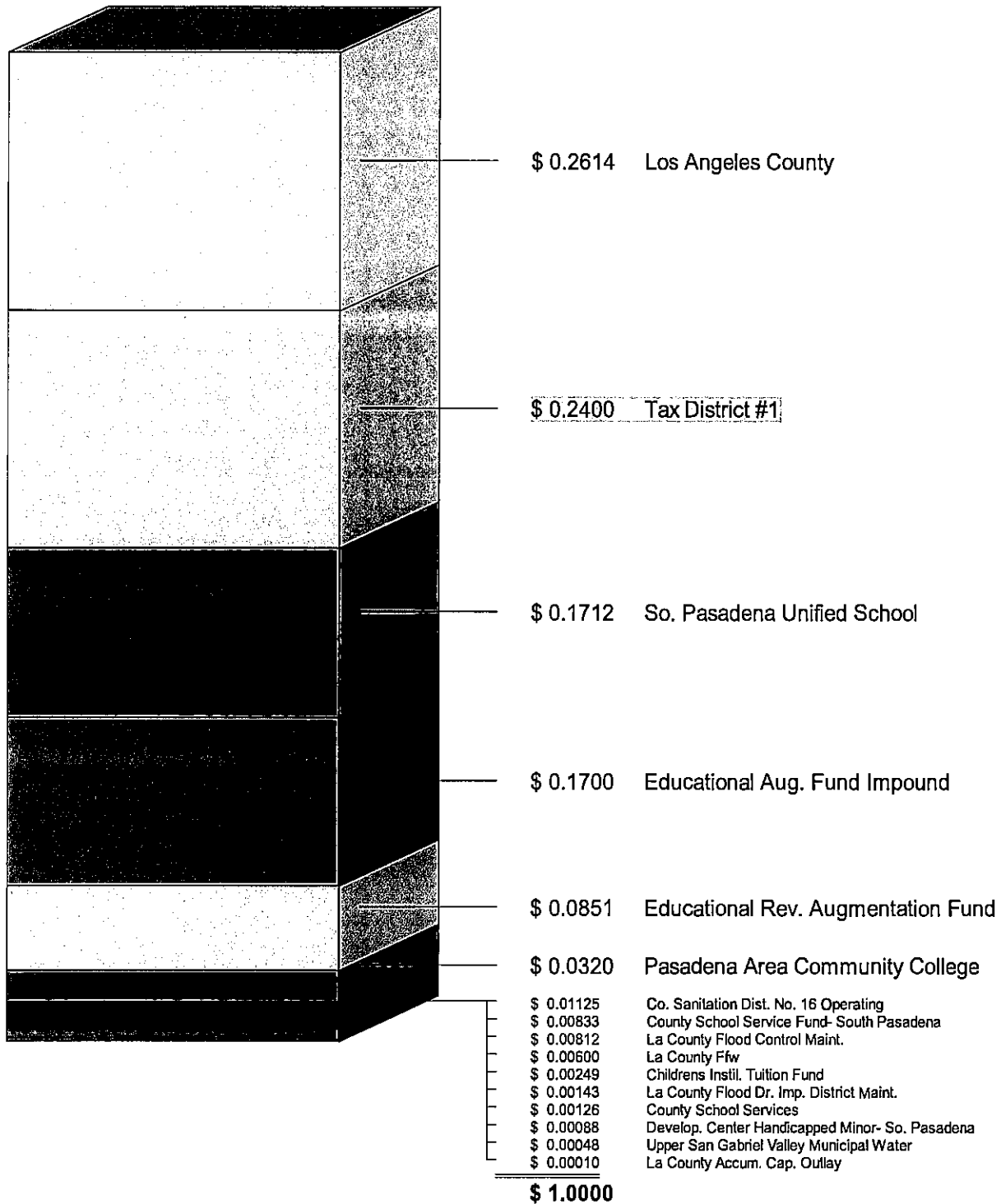
Category	Parcels	Assessed Value	Net Taxable Value
Residential	6,384	\$4,129,194,618 (89.9%)	\$4,127,778,678 (90.7%)
Commercial	247	\$311,049,512 (6.8%)	\$302,030,669 (6.6%)
Industrial	25	\$26,862,628 (0.6%)	\$26,862,628 (0.6%)
Institutional	16	\$26,515,943 (0.6%)	\$5,549,566 (0.1%)
Recreational	6	\$4,261,707 (0.1%)	\$3,035,864 (0.1%)
Vacant	260	\$43,084,642 (0.9%)	\$43,084,642 (0.9%)
Exempt	221	\$9,974,223 (0.2%)	\$0 (0.0%)
Cross Reference	[72]	\$6,533,490 (0.1%)	\$6,533,490 (0.1%)
Unsecured	[461]	\$36,394,959 (0.8%)	\$36,394,959 (0.8%)
TOTALS	7,159	\$4,593,871,722	\$4,551,270,496

ASSESSED VALUE

NET TAXABLE VALUE



THE CITY OF SOUTH PASADENA PROPERTY TAX DOLLAR BREAKDOWN



ATI (Annual Tax Increment) Ratios for Tax Rate Area 09030, Excluding Redevelopment Factors & Additional Debt Service

Data Source: Los Angeles County Assessor 2017/18 Annual Tax Increment Tables

Prepared On 10/26/2018 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

THE CITY OF SOUTH PASADENA

2017/18 ROLL SUMMARY

Taxable Property Values

	Secured	Nonunitary Utilities	Unsecured
Parcels	6,938	0	461
TRAs	4	0	3
Values			
Land	2,921,374,687	0	0
Improvements	1,623,307,283	0	0
Personal Property	1,449,476	0	24,974,697
Fixtures	1,371,094	0	11,420,262
Aircraft	0	0	0
Total Value	\$4,547,502,540	\$0	\$36,394,959
Exemptions			
Real Estate	32,491,003	0	0
Personal Property	123,000	0	0
Fixtures	13,000	0	0
Aircraft	0	0	0
Homeowners*	25,813,200	0	0
Total Exemptions*	\$32,627,003	\$0	\$0
Total Net Value	\$4,514,875,537	\$0	\$36,394,959

Combined Values	Total
Total Values	\$4,583,897,499
Total Exemptions	\$32,627,003
Net Total Values	\$4,551,270,496

* Note: Homeowner Exemptions are not included in Total Exemptions

Data Source: Los Angeles County Assessor 2017/18 Combined Tax Rolls
 This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

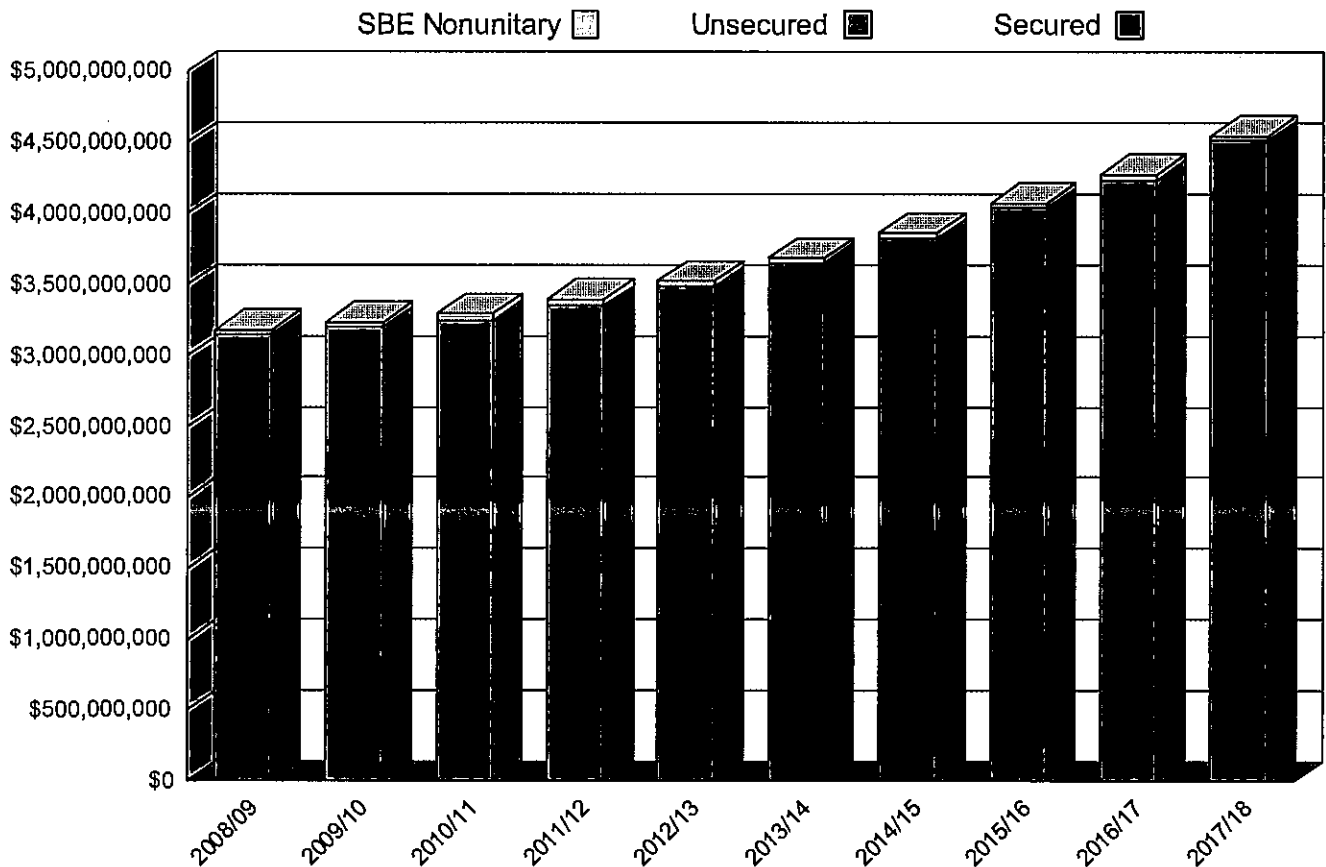
Prepared On 10/26/2018 By MV

THE CITY OF SOUTH PASADENA

NET TAXABLE ASSESSED VALUE HISTORY

2008/09 - 2017/18 Taxable Property Values

Lien Year	Secured	Unsecured	SBE Nonunitary	Net Total AV	% Change
2008/09	\$3,143,547,303	\$36,879,154	\$0	3,180,426,457	
2009/10	\$3,198,916,393	\$36,934,834	\$0	3,235,851,227	1.74%
2010/11	\$3,248,419,804	\$45,507,111	\$0	3,293,926,915	1.79%
2011/12	\$3,352,172,227	\$44,953,080	\$0	3,397,125,307	3.13%
2012/13	\$3,488,318,055	\$38,522,972	\$0	3,526,841,027	3.82%
2013/14	\$3,655,333,794	\$35,702,804	\$0	3,691,036,598	4.66%
2014/15	\$3,827,240,022	\$33,783,435	\$0	3,861,023,457	4.61%
2015/16	\$4,038,740,733	\$33,529,385	\$0	4,072,270,118	5.47%
2016/17	\$4,239,412,499	\$37,586,290	\$0	4,276,998,789	5.03%
2017/18	\$4,514,875,537	\$36,394,959	\$0	4,551,270,496	6.41%



THE CITY OF SOUTH PASADENA ASSESSED VALUE OF TAXABLE PROPERTY

2008/09 - 2017/18 Taxable Property Values

Category	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
Residential	2,850,767,796	2,898,732,025	2,952,206,083	3,048,690,170	3,174,658,108	3,328,327,489	3,500,551,241	3,692,062,787	3,879,157,159	4,127,778,678
Commercial	217,653,386	224,823,931	228,851,396	236,648,201	246,970,991	260,725,553	259,118,023	269,163,485	277,222,581	302,030,669
Industrial	28,930,359	29,282,300	28,439,174	28,086,794	28,699,431	29,561,220	29,695,404	35,225,891	28,375,080	26,862,628
Institutional	6,822,303	6,981,311	6,942,249	6,994,519	7,014,771	5,250,682	5,276,305	5,359,034	5,440,757	5,549,566
Recreational	1,160,390	1,183,593	1,180,784	1,189,671	1,213,460	1,237,722	1,243,339	2,931,635	2,976,339	3,035,864
Vacant	30,845,373	32,743,809	25,704,648	25,959,321	24,925,957	24,855,933	25,553,221	26,334,430	38,609,800	43,084,642
SBE Nonunitary	0									
Cross Reference	7,367,696	5,169,424	5,095,470	4,603,551	4,835,337	5,375,185	5,802,489	7,663,471	7,630,783	6,533,490
Unsecured	36,879,154	36,934,834	45,507,111	44,953,080	38,522,972	35,702,804	33,783,435	33,529,385	37,586,290	36,394,959
Exempt	[8,154,264]	[8,291,303]	[10,523,156]	[10,493,189]	[10,264,860]	[10,568,560]	[9,974,223]	[9,974,223]	[9,974,223]	[9,974,223]
TOTALS	3,180,426,457	3,235,851,227	3,293,926,915	3,397,125,307	3,526,841,027	3,691,036,598	3,861,023,457	4,072,270,118	4,276,998,789	4,551,270,496
Total Direct Rate	0.25171	0.25194	0.25109	0.25115	0.25152	0.26350	0.26390	0.26402	0.26397	0.26366

Notes:

Exempt values are not included in Total.

In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1%, based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Data Source: Los Angeles County Assessor 2008/09 - 2017/18 Combined Tax Rolls

Prepared On: 10/26/2018 By: MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

THE CITY OF SOUTH PASADENA 2017/18 TOP TEN PROPERTY TAXPAYERS

Top Property Owners Based On Net Values

Owner	Secured			Unsecured			Combined		Primary Use & Primary Agency
	Parcels	Value	% of Net AV	Parcels	Value	% of Net AV	Value	% of Net AV	
1) 625 FAIR OAKS LLC	1	\$20,711,100	0.46%				\$20,711,100	0.46%	Commercial TD #1
2) WF PROPERTY HOLDINGS LP	2	\$13,809,401	0.31%				\$13,809,401	0.30%	Residential TD #1
3) NNC APARTMENT VENTURES LLC	1	\$13,417,297	0.30%				\$13,417,297	0.29%	Residential TD #1
4) SEAN P VARGAS	1	\$12,972,295	0.29%				\$12,972,295	0.29%	Vacant TD #1
5) FURREY FAMILY TRUST	8	\$12,383,502	0.27%				\$12,383,502	0.27%	Residential TD #1
6) LDW PICO PROPERTIES LLC	1	\$11,864,640	0.26%				\$11,864,640	0.26%	Commercial TD #1
7) CASA DE GENERAL LLC	1	\$11,731,013	0.26%				\$11,731,013	0.26%	Residential TD #1
8) 99 PASADENA AVENUE LLC	4	\$11,587,741	0.26%				\$11,587,741	0.25%	Commercial TD #1
9) 829 CROFT AT MELROSE PLACE LLC	1	\$11,000,000	0.24%				\$11,000,000	0.24%	Residential TD #1
10) GOLDEN OAKS INVESTMENT LP	2	\$10,160,147	0.23%				\$10,160,147	0.22%	Residential TD #1
Top Ten Total	22	\$129,637,136	2.87%	0	\$0	0.00%	\$129,637,136	2.85%	
City Total		\$4,514,875,537			\$36,394,959		\$4,551,270,496		

Top Owners last edited on 10/26/18 by MaheaV using sales through 06/30/18 (Version R.1)

Data Source: Los Angeles County Assessor 2017/18 Combined Tax Rolls and the SBE Non Unitary Tax Roll

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/26/2018 By MV

**THE CITY OF SOUTH PASADENA
2008/09 TOP TEN PROPERTY TAXPAYERS**

Top Property Owners Based On Net Values

Owner	Secured			Unsecured			Combined		Primary Use & Primary Agency
	Parcels	Value	% of Net AV	Parcels	Value	% of Net AV	Value	% of Net AV	
1) H AND O FAIR OAKS PARTNERS	1	\$15,977,350	0.51%				\$15,977,350	0.50%	Commercial TD #1
2) MT OLIVE SEPULVEDA LP	1	\$10,352,427	0.33%				\$10,352,427	0.33%	Residential TD #1
3) GOLDEN OAKS INVESTMENT LP	2	\$8,972,190	0.29%				\$8,972,190	0.28%	Residential TD #1
4) NNC TERRACES AT SOUTH PASADENA LLC	1	\$8,853,309	0.28%				\$8,853,309	0.28%	Residential TD #1
5) CALIFORNIA EMPIRE LP	2	\$8,593,435	0.27%				\$8,593,435	0.27%	Commercial Successor Agency
6) KAN INVESTMENT LIMITED	3	\$8,585,305	0.27%				\$8,585,305	0.27%	Residential TD #1
7) CCCC GROWTH FUND LLC	3	\$7,923,397	0.25%				\$7,923,397	0.25%	Commercial TD #1
8) H P III LIMITED	1	\$7,497,385	0.24%				\$7,497,385	0.24%	Residential TD #1
9) JERRY B. AND ROBERTA L. FURREY TRUST	7	\$7,426,078	0.24%				\$7,426,078	0.23%	Residential TD #1
10) SAFEWAY STORES	1	\$4,043,205	0.13%	2	\$3,204,332	8.69%	\$7,247,537	0.23%	Commercial Successor Agency
Top Ten Total	22	\$88,224,081	2.81%	2	\$3,204,332	8.69%	\$91,428,413	2.87%	
City Total		\$3,143,547,303			\$36,879,154		\$3,180,426,457		

Top Owners last edited on 10/1/09 by nicholec using sales through 06/30/09 (Version th.0)

Data Source: Los Angeles County Assessor 2008/09 Combined Tax Rolls and the SBE Non Unitary Tax Roll

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/26/2018 By MV

THE CITY OF SOUTH PASADENA
DIRECT & OVERLAPPING PROPERTY TAX RATES
(RATE PER \$100 OF TAXABLE VALUE)

Agency	Last 10 Fiscal Years									
	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18
Basic Levy¹	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
Metropolitan Water District	0.00430	0.00430	0.00370	0.00370	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350
Pasadena Community College Dist	0.01742	0.02300	0.01986	0.01956	0.02056	0.01899	0.01032	0.00872	0.00885	0.00819
So. Pasadena Unified	0.08603	0.08843	0.11046	0.10578	0.10111	0.10141	0.10056	0.09810	0.09929	0.15136
Total Direct & Overlapping² Tax Rates	1.10775	1.11574	1.13402	1.12904	1.12517	1.12390	1.11438	1.11033	1.11164	1.16305
City's Share of 1% Levy Per Prop 13³	0.24002	0.24002	0.24002	0.24002	0.24002	0.24002	0.24002	0.24002	0.24002	0.24002
Voter Approved City Debt Rate										
Redevelopment Rate⁴	1.00430	1.00430	1.00370	1.00370						
Total Direct Rate⁵	0.25171	0.25194	0.25109	0.25115	0.25152	0.26350	0.26390	0.26402	0.26397	0.26366

Notes:

¹In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

²Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all city property owners.

³City's Share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. ERAF general fund tax shifts may not be included in tax ratio figures.

⁴Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The approval of ABX1 26 eliminated Redevelopment from the State of California for the fiscal year 2012/13 and years thereafter.

⁵Total Direct Rate is the weighted average of all individual direct rates applied by the City/Agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City/Agency in the same proportions as general fund revenue.

THE CITY OF SOUTH PASADENA

DIRECT & OVERLAPPING DEBT AS OF JUNE 30, 2018

	Gross Bonded Debt Balance	Percent Applicable To City	Net Bonded Debt
Direct Debt			
268.01 2012 STATE LOAN PAYABLE	6,373,623	100.000	6,373,623
268.01 2013 WATER REVENUE BONDS	5,370,000	100.000	5,370,000
268.01 2016 WATER REVENUE BONDS	36,855,000	100.000	36,855,000
Total Direct Debt			48,598,623
Overlapping Debt			
*337.05 METROPOLITAN WATER DISTRICT	29,354,442	0.355	104,172
812.53 PASADENA CCD DS 2002, 2006 SERIES D	3,595,000	5.408	194,407
812.54 PASADENA CCD DS 2002, 2009 SERIES E (BABS)	25,295,000	5.408	1,367,879
812.55 PASADENA CCD DS 2014 REF SERIES A	15,325,000	5.408	828,731
812.56 PASADENA CCD DS 2016 REF SERIES A	32,900,000	5.408	1,779,135
939.50 SO. PASADENA USD DS 1996 SERIES A	1,205,000	100.000	1,205,000
939.51 SO. PASADENA USD DS 1995 SERIES B	1,170,615	100.000	1,170,615
939.52 SO. PASADENA USD DS 1995 SERIES C	4,112,868	100.000	4,112,868
939.53 SO. PASADENA USD DS 1995 SERIES D	1,444,380	100.000	1,444,380
939.55 SO. PASADENA USD DS 2002 SERIES B	1,507,583	100.000	1,507,583
939.56 SO. PASADENA USD DS 2010 REF BOND	16,685,000	100.000	16,685,000
939.57 SO. PASADENA USD DS 2016 SERIES A	34,475,617	100.000	34,475,617
Total Overlapping Debt			64,875,387
Total Direct and Overlapping Debt			113,474,010

2017/18 Assessed Valuation: \$4,067,063,340 After Deducting \$484,207,156 Incremental Value.

Debt To Assessed Valuation Ratios:	Direct Debt	1.19%
	Overlapping Debt	1.60%
	Total Debt	2.79%

*This fund is a portion of a larger agency, and is responsible for debt in areas outside the city.

This report reflects debt which is being repaid through voter-approved property tax indebtedness. It excludes mortgage revenue, tax allocation bonds, interim financing obligations, non-bonded capital lease obligations, and certificates of participation, unless provided by the city.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The percentage of overlapping debt applicable is estimated by using taxable assessed values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Data Source: HdL Coren & Cone, Los Angeles County Assessor and Auditor Combined 2017/18 Lien Date Tax Rolls
This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/26/2018 By MV

THE CITY OF SOUTH PASADENA

DIRECT & OVERLAPPING DEBT AS OF JUNE 30, 2009

	Gross Bonded Debt Balance	Percent Applicable To City	Net Bonded Debt
Overlapping Debt			
*337.05 METROPOLITAN WATER DISTRICT	137,096,151	0.329	450,744
812.50 PASADENA AREA CCD DS 2002 S-A	3,715,000	5.486	203,817
812.51 PASADENA CCD DS 2006 SERIES B	581,980,000	5.486	31,929,241
812.52 PASADENA CCD DS 2006 REF BOND SER C	20,763,399	5.486	1,139,145
939.50 SOUTH PASADENA UNIFIED 1996 SERIES A DS	3,840,000	100.000	3,840,000
939.51 SO. PASADENA UNIFIED DS 1995 SERIES B	5,099,877	100.000	5,099,877
939.52 SO. PASADENA UNIFIED SD DS 1995 S-C	8,230,015	100.000	8,230,015
939.53 SO. PASADENA USD DS 1995 SERIES D	1,755,890	100.000	1,755,890
939.54 SO. PASADENA USD DS 2002 S-03A	19,945,000	100.000	19,945,000
Total Overlapping Debt			72,593,728

2008/09 Assessed Valuation: \$2,835,635,372 After Deducting \$344,791,085 Incremental Value.

Debt To Assessed Valuation Ratios:	Direct Debt	0.00%
	Overlapping Debt	2.56%
	Total Debt	2.56%

*This fund is a portion of a larger agency, and is responsible for debt in areas outside the city.

This report reflects debt which is being repaid through voter-approved property tax indebtedness. It excludes mortgage revenue, tax allocation bonds, interim financing obligations, non-bonded capital lease obligations, and certificates of participation, unless provided by the city.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The percentage of overlapping debt applicable is estimated by using taxable assessed values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

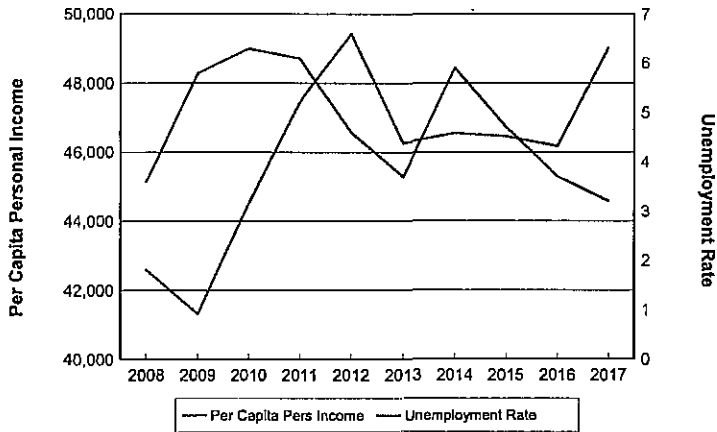
Data Source: HdL Coren & Cone, Los Angeles County Assessor and Auditor Combined 2008/09 Lien Date Tax Rolls
 This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

Prepared On 10/26/2018 By MV

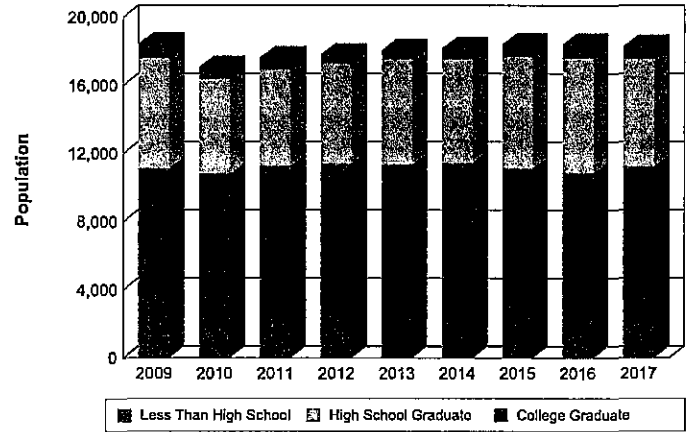
THE CITY OF SOUTH PASADENA DEMOGRAPHIC AND ECONOMIC STATISTICS

Calendar Year	Population	Personal Income (In Thousands)	Per Capita Personal Income	Unemployment Rate	Median Age	% of Pop 25+ with High School Degree	% of Pop 25+ with Bachelor's Degree
2008	25,604	\$1,090,450	\$42,589	3.6%			
2009	25,737	\$1,063,171	\$41,309	5.8%	39.6	95.3%	60.4%
2010	25,881	\$1,152,274	\$44,522	6.3%	38.2	95.8%	63.4%
2011	25,725	\$1,220,780	\$47,455	6.1%	37.5	95.9%	64.0%
2012	25,857	\$1,277,956	\$49,424	4.6%	38.0	96.9%	64.0%
2013	26,011	\$1,203,347	\$46,263	3.7%	38.8	96.9%	62.8%
2014	26,022	\$1,211,194	\$46,545	5.9%	39.4	96.3%	63.0%
2015	26,028	\$1,208,853	\$46,444	4.7%	39.3	95.9%	60.4%
2016	25,992	\$1,199,887	\$46,163	3.7%	40.1	95.5%	59.0%
2017	26,047	\$1,276,801	\$49,019	3.2%	39.9	95.9%	61.5%

Personal Income and Unemployment



Education Level Attained for Population 25 and Over



Notes and Data Sources:

Population: California State Department of Finance. Unemployment Data: California Employment Development Department
 2000-2009 Income, Age, and Education Data: ESRI - *Demographic Estimates are based on the last available Census.* Projections are developed by incorporating all of the prior census data released to date. Demographic Data is totaled from Census Block Groups that overlap the City's boundaries
 2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

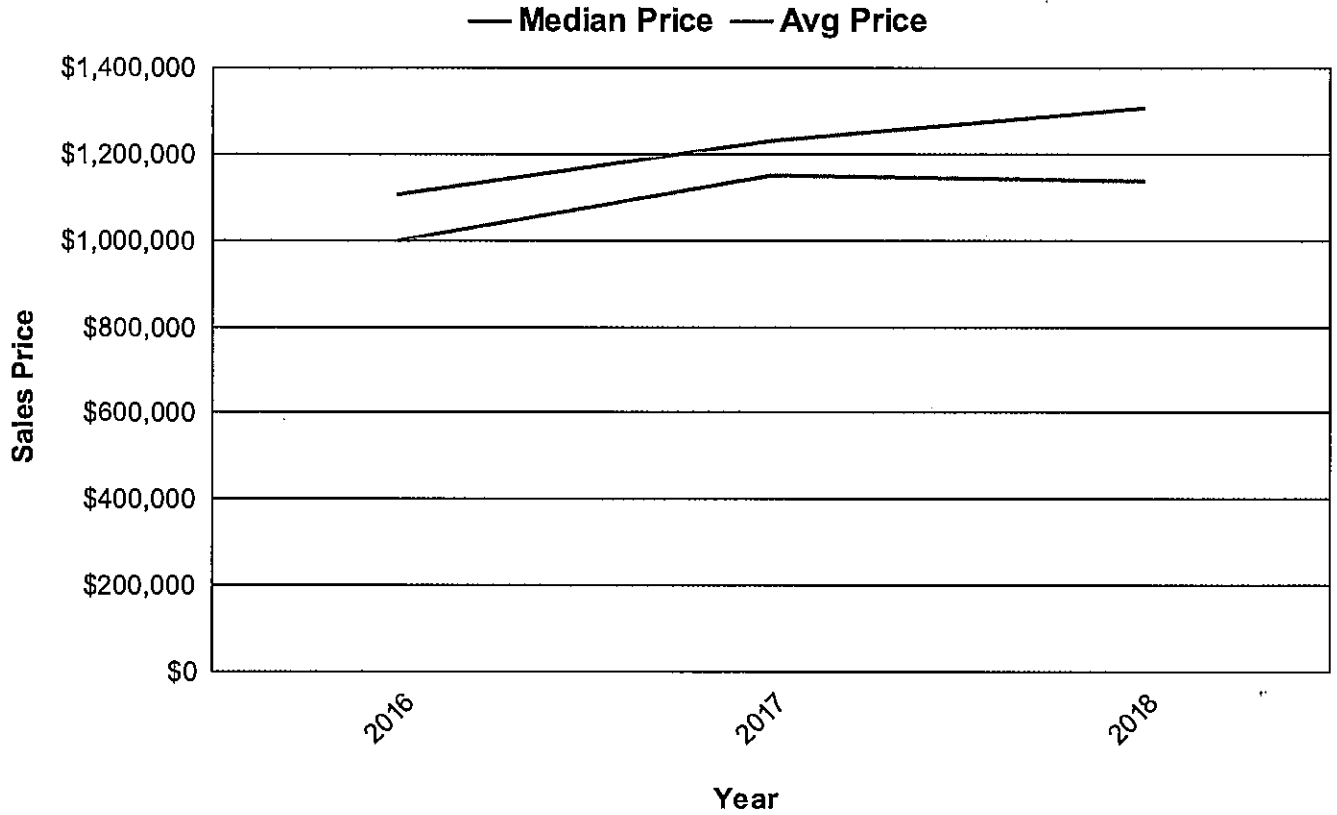
Prepared On 10/28/2018 By MV

THE CITY OF SOUTH PASADENA

SALES VALUE HISTORY

Single Family Residential Full Value Sales (01/01/2016 - 9/30/2018)

Year	Full Value Sales	Average Price	Median Price	Median % Change
2016	205	\$1,104,154	\$1,000,000	
2017	179	\$1,232,757	\$1,150,000	15.00%
2018	121	\$1,305,847	\$1,135,000	-1.30%



*Sales not included in the analysis are quitclaim deeds, trust transfers, timeshares, and partial sales.

Data Source: Los Angeles County Recorder

Prepared On 10/26/2018 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

**CITY OF SOUTH PASADENA
TOP 25 SALES TAX PRODUCERS
FOR FISCAL YEAR 2017-18**

Business Name	Business Category
Arco	Service Stations
Arco	Service Stations
Big Lots	Variety Stores
Bristol Farms	Grocery Stores
Fair Oaks Gas	Service Stations
G & M Oil	Service Stations
Gus's BBQ	Casual Dining
Jennifer Bevan Interiors	Home Furnishings
M3 Office	Office Supplies/Furniture
Mammas Brick Oven Pizza	Quick-Service Restaurants
McDonalds	Quick-Service Restaurants
Mike & Annes	Casual Dining
Mission Tile West	Building Materials
Mission West Kitchen & Bath	Plumbing/Electrical Supplies
Oak Tree Inn	Casual Dining
Orchard Supply Hardware	Building Materials
Panda Express	Fast-Casual Restaurants
Ralphs	Grocery Stores
Raymond Restaurant	Casual Dining
Rite Aid	Drug Stores
Salt Shaker	Casual Dining
Service King Paint & Body	Auto Repair Shops
Tokoro Restaurant	Casual Dining
Trader Joes	Grocery Stores
Vons 3075	Grocery Stores

Percent of Fiscal Year Total Paid By Top 25 Accounts = 63.34%

* Firms Listed Alphabetically
Period: July 2017 Thru March 2018

Printed 10/26/2018

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

**CITY OF SOUTH PASADENA
TOP 25 SALES TAX PRODUCERS
FOR FISCAL YEAR 2008-09**

Business Name	Business Category
Arco	Service Stations
Big Lots	Variety Stores
Bristol Farms	Grocery Stores
Carmines Italian Restaurant	Casual Dining
Carrows	Casual Dining
Frys Union 76	Service Stations
G & M Oil	Service Stations
Gus's BBQ	Casual Dining
Jennifer Bevan Interiors	Home Furnishings
Koi Loungewear	Women's Apparel
M3 Office	Office Supplies/Furniture
Marcos Auto Body	Auto Repair Shops
McDonalds	Quick-Service Restaurants
Mission Tile West	Building Materials
Mission West Kitchen & Bath	Plumbing/Electrical Supplies
Mission Wines	Convenience Stores/Liquor
Orchard Supply Hardware	Building Materials
Panda Express	Fast-Casual Restaurants
Ralphs	Grocery Stores
Raymond Restaurant	Casual Dining
Rite Aid	Drug Stores
Salt Shaker	Casual Dining
Trader Joes	Grocery Stores
Valero Gas & Smog	Service Stations
Vons 3075	Grocery Stores

Percent of Fiscal Year Total Paid By Top 25 Accounts = 66.48%

* Firms Listed Alphabetically
Period: July 2008 Thru March 2009

Printed 10/26/2018

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

City of South Pasadena
 Taxable Sales by Category
 Last Ten Calendar Years
 (in thousands of dollars)
 Adjusted for Economic Data

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Apparel Stores	\$ 4,297	\$ 3,657	\$ 4,089	\$ 4,370	\$ 4,561	\$ 5,726	\$ 5,088	\$ 5,537	\$ 5,555	\$ 5,602
Food Stores	26,296	25,708	25,264	24,763	25,607	27,165	28,879	29,236	30,571	30,238
Eating and Drinking Places	35,282	33,588	34,408	35,201	39,080	40,845	46,526	49,175	51,689	53,924
Building Materials	19,134	15,984	15,208	15,576	16,423	18,282	18,470	19,870	20,589	20,453
Service Stations	26,042	21,749	26,961	32,933	34,405	38,352	37,781	32,746	25,485	25,563
Other Retail Stores	39,540	34,083	33,475	36,142	36,604	37,029	41,851	44,295	41,691	44,080
All Other Outlets	34,037	29,328	27,212	29,172	31,534	33,326	38,471	38,996	40,885	42,243
Total	\$ 184,628	\$ 164,097	\$ 166,617	\$ 178,157	\$ 188,214	\$ 200,724	\$ 217,067	\$ 219,855	\$ 216,464	\$ 222,102

Sources: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

Note: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

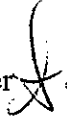
This page intentionally left blank.



City Council Agenda Report

ITEM NO. 31

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Approval of the Dedication Tree Planting Policy**

Recommendation Action

It is recommended that the City Council approve the Dedication Tree Planting Policy.

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Community Outreach

The community will have the opportunity to speak on the matter at the April 17, 2019, City Council meeting.

Discussion/Analysis

In 2000, the City implemented a Memorial Bench Program, which detailed guidelines to purchase benches throughout City Facilities commemorating an event or the life of an individual. Since its inception, the department has granted several requests (21) which may result in too many benches as space becomes more limited. Recognizing the City's renowned urban canopy and the importance to its residents, staff recommends the Bench Program be replaced by the Tree Dedication Program (Policy) which encourages commemorative trees in public spaces. As trees continue to be cut down due to disease, this program will help maintain parks and greenbelts for the enjoyment of the community.

Background

Currently, a formal policy, for the Memorial Bench Program, outlining guidelines and regulating participation, does not exist. Instead, the Community Services Director reviews requests on a case-by-case basis and practices best judgement. There are 21 Memorial Benches throughout Garfield and Library Park and space continues to become more limited.

Transitioning towards the Dedication Tree Planting Policy (Policy) for those who would like to memorize a family member or event, a tree would be planted as a lasting memory. With the need for trees within the City, this would assist in the replacement of the urban forest and take a small burden off of the City to purchase trees.

Approval of the Dedication Tree Planting Policy

April 17, 2019

Page 2 of 2

Dedication trees can be donated to celebrate the birth of a child, to celebrate a special event, to honor a special person's life, in memory of the deceases but not limited to these purposes.

Those completing an application will be notified of available sites for planting and the variety of trees desirable at those sites. Applicants will be given an option to purchase a tree for planting or donate funds for a tree to be purchased by the City. Once a dedication tree is planted, information noting the planting site will be included on the City Trees inventory and a photo will be added to the Dedication Tree Planting page of the City website. It will be recognized by the issuance of a card of acknowledgement to the applicant and the honoree or the honoree's family.

The Policy is currently on the City Website and has about fifteen dedication trees displayed. The Policy and application are posted as well. The transition would be seamless and benefit the City further into the future.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There is no fiscal impact associated with this item.

Public Notification of Agenda Item

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

Attachments: Dedication Tree Planting Policy and Application



DEDICATION TREE PLANTING POLICY

Introduction

The Public Works Department manages South Pasadena's urban community forest. The community forest includes trees in City parkways, median strips, public parks and other parkland areas. It is the policy of the City to enthusiastically accept donations for planting dedication trees to meet the City's minimum requirements and conditions for planting. The park supervisor shall approve a location for planting, taking into consideration the site requirements and desirable tree species as described herein.

Dedication trees can be donated to celebrate the birth of a child, to celebrate a special event, to honor a special person in your life, in memory of the deceased, etc. The planting of dedication tree is not limited to these purposes.

Anyone wishing to donate funds for a dedication trees shall first complete a Dedication Tree Planting application. Applicants will be notified of available sites for planting and the variety of tree(s) desirable at those sites. Applicants will be invoiced by the City for the purchase or can donate funds for a tree to be purchased by the City. The park supervisor will schedule tree planting upon approval of the application. Whenever a dedication tree is planted, information noting the planting site will be included on the City's tree inventory and a photo will be added to the Dedication Tree Planting page of the City's website. Each donation will be recognized by the issuance of a card of acknowledgement to both the applicant and the honoree or the honoree's family when the tree is planted.

Tree Species

New street trees shall generally be of the same species as the predominate species on a street. If the existing species type is determined to be inappropriate, then a similar, compatible species shall be planted that preserves the aesthetic qualities of the existing trees located on the street. Among other relevant factors, the size of the tree at maturity shall be a consideration for tree species selection.

Minimum Planting Size

Trees shall be single stemmed trees, 1½" caliper (or larger) measured at breast height. Minimum container size shall be a 24" box for trees specified as 1½" caliper. The standard tree size shall be 6-10 feet in height. Trees will be purchased by the City. A donation of a tree will not be accepted.

Planting Site

Planting sites shall be determined by the park supervisor, and will be located on a City-owned parkway with adjacent property owner's permission, or in a local park or other parkland area. The planting site must meet the following minimum requirements.

- 1.) Adequate spacing (both above ground and underground) must be present to allow healthy growth to maturity.
- 2.) Location must be conducive to good management practices and does not significantly disrupt maintenance activities or utilities.
- 3.) Water must be reasonably available for the maintenance of the tree.

- 4.) Trees shall not be planted where they would interfere with the growth of other trees in the immediate area or be overshadowed by an existing tree.
- 5.) Planting site shall allow five feet minimum distance from gas, electric or water meters.
- 6.) Location shall be fifteen feet from street lights, ten feet from fire hydrants, and five feet from walkways, driveways or other hardscape features.
- 7.) Site shall not be within 75-feet of the point of intersection of streets (per Municipal Code Section 34.6).

This Dedication Tree Policy supplements the City's Public Tree Management Policy, which contains further information about selection of tree species and planting requirements.

(4/1/19)

CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT

1414 Mission Street * South Pasadena * CA * 91030 * (626) 403-7240

APPLICATION FOR DEDICATION TREE PLANTING

This two page form shall be completed for each request for tree planting on City property. The location and tree species shall be determined by the park supervisor. The dedication tree cost is \$350.

Applicant's Name: _____ Date: ____/____/____

Address: _____

Phone: (____) _____ - _____

Tree Planting Dedicated to: _____

Information in this section is **optional**.

Any preference for tree species or planting site must meet the minimum tree selection and tree planting criteria as set forth in the Dedication Tree Policy. Planting sites must be located on the city-owned parkway with adjacent property owner's permission, or in a local park or other parkland area.

Preferred tree species for planting: _____

Preferred planting site: _____

Applicant acknowledges the following minimum requirements and conditions on dedication tree planting:

1. The tree size is a minimum 24" box size, 1 1/2" minimum caliper.
2. Tree selection and planting sites shall be determined by the park supervisor in consideration of applicant's preferences where possible.
3. The cost of the dedication tree planting is \$350. Check to be made payable to the City of South Pasadena.

Signature: _____ Date: ____/____/____

Continued

Applicant will be notified of availability of tree planting site(s) and tree variety for planting usually within two weeks of submittal of this application. Once the location and appropriate species has been determined, applicant will be invoiced by the City for the purchase of the tree or monetary donations are accepted for purchase and planting pf trees.

The tree will then be ordered or delivered and the planting work scheduled. The park supervisor will update the city's tree inventory database to include the location of the dedication tree and the name of the individual to be recognized by the new tree planting. A card of acknowledgement will be sent to the donor when the tree is planted.

**** FOR OFFICE USE ONLY ****

Application Received: _____ Reviewed by Park Super: Yes___No___

Tree species available: _____ Site(s) available: _____

Check received: _____ Tree donation accepted: _____ Confirmation Letter sent: _____

Tree Inventory update completed: _____

Comments: _____


4/1/19





City Council Agenda Report

ITEM NO. 32

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: David Bergman, Interim Director of Planning and Building 
Margaret Lin, Manager of Long Range Planning and Economic 
Development

SUBJECT: **Authorize Execution of Professional Service Agreements with Psomas in the Amount of \$98,480, and PlaceWorks, Inc. in the Amount of \$128,733 to Complete the General Plan Update and Downtown Specific Plan; and Increase the Non-Budgeted Expenditure Community Development Contract Services Account by \$120,766 from the General Fund For Fiscal Year 2018-19**

Recommendation Action

It is recommended that the City Council authorize the City Manager to:

1. Execute a Professional Services Agreement (PSA) with Psomas to complete the Environmental Impact Report (EIR) in the amount of \$98,480; and
2. Execute a PSA with PlaceWorks, Inc. (PlaceWorks) to finalize the General Plan Update and Downtown Specific Plan; conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings in the amount of \$128,733; and
3. Waive the City's bidding requirements; and
4. Increase the Community Development Contract Services Account #101-7010-7011-8180-000 by \$120,766 from the General Fund for Fiscal Year 2018-19.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Executive Summary

The General Plan and Downtown Specific Plan serve as guides for future growth in the City, with respect to land use and development regulations. The current General Plan Update and Downtown Specific Plan process has been delayed due to departures of staff and consultants. The proposed PSAs will allow the City to re-engage the community and complete the plan in a timely manner. Finalizing and adopting the documents will be a key strategy in strengthening economic vitality in the City.

Authorize Execution of Professional Service Agreements with Psomas, and PlaceWorks, Inc. to Complete the General Plan Update and Downtown Specific Plan

April 17, 2019

Page 2 of 3

Discussion/Analysis

After an extensive public engagement process that began in the spring of 2017, Rangwala Associates (Rangwala) and Psomas prepared an initial set of plan documents including the administrative drafts of the General Plan, Downtown Specific Plan, and EIR for internal review by City Staff. The plans were delayed due to the retirement of the Planning Director and other staff changes. In addition, City Staff found areas of the document that needed further refinement and has been working with the consultant team to clarify several topic areas. Re-engaging the community regarding these revisions is a critical step in the adoption of the plans. Following negotiations to assist in the development of a second administrative draft of the General Plan Update, Downtown Specific Plan, and EIR documents; and participate in additional public workshops Rangwala submitted a notice of termination and will not be completing their scope of work. The City normally requires three proposals under its procurement process. However, there are no state law requirement for the selection of a professional consultant. Given the limited timeframe and incomplete work Staff reached out to PlaceWorks who was willing and capable to take on the project in its current state. Staff is recommending that the City Council authorize PlaceWorks and Psomas to complete the remaining work to adopt the General Plan Update and Downtown Specific Plan. The scope of work for the second administrative draft will also include two citywide workshops; four focus group meetings; two Planning Commission Hearings; and two City Council Public hearings. This will provide constituents with additional opportunities to provide feedback and to update the documents to reflect current perspectives.

Background

On November 16, 2016, the City Council approved a contract with a Rangwala to update the City's General Plan and the Downtown Specific Plan in the amount of \$564,140. The scope of work included a 22-month process for planning and coordination, civic engagement, public outreach, charrettes, draft and final General Plan, Downtown Specific Plan, and EIR. On May 16, 2018, the City Council approved a contract amendment with Rangwala for an additional amount of \$19,300 for seven additional outreach events and an extension to the public review period for the Draft EIR from 45-days to 60-days.

Next Steps

1. PlaceWorks, and Psomas, will produce a second administrative draft for Public Review (sixty days) and comment beginning in May.
2. PlaceWorks will conduct a second round of public outreach during the month of June 2019.
3. PlaceWorks will present the final draft to the Planning Commission in September 2019.
4. PlaceWorks will present the final to the City Council for approval in October 2019.

Legal Review

The City Attorney has reviewed this item.

Authorize Execution of Professional Service Agreements with Psomas, and PlaceWorks, Inc. to Complete the General Plan Update and Downtown Specific Plan
April 17, 2019
Page 3 of 3

Fiscal Impact

The original contract amount for Rangwala, including Psomas as a subconsultant, was \$564,140. The first contract amendment increased the contract amount by \$19,300, for a total not-to-exceed amount of \$583,440. To date, Rangwala and Psomas have submitted invoices totaling \$499,054.

The proposed scope of work from Psomas (\$98,480) and PlaceWorks (\$128,733) total not-to-exceed amount of \$227,213. The General Plan Fees Account #101-0000-0000-2980-001 (\$12,545) and General Plan/Mission Street Specific Plan Reserve Account #101-0000-0000-3085-000 (\$93,932) would cover a total of \$106,477. An increase of \$120,766 from the General Fund to the Community Development Contract Services Account #101-7010-1077-8180-000 for Fiscal Year 2018-19 is necessary to fund the remaining work for the General Plan Update, Downtown Specific Plan, and EIR documents.

Public Notification of Agenda Item

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

Attachments:

1. Professional Services Agreement - Psomas
2. Professional Services Agreement – PlaceWorks, Inc.
3. Original Professional Services Agreement – Rangwala Associates
4. First Amendment – Rangwala Associates

ATTACHMENT 1
Professional Services Agreement - Psomas

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of South Pasadena / Psomas)**

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s January 10, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman, Planning and Building Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety Eight Thousand Four Hundred Eighty Dollars (\$98,480.00).
- 3.5. “Commencement Date”: April 17, 2019.
- 3.6. “Termination Date”: December 31, 2019

4. TERM

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

5. CONSULTANT’S DUTIES

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

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

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

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

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

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

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

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning and Building Department, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

Margaret Lin
City of South Pasadena
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Jillian Neary
225 South Lake Avenue, Suite 1000
Pasadena, CA 91101
Telephone: (626) 351-2000

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

“City”
City of South Pasadena

“Consultant”
Psomas

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: Jim Hunter

Title: South Pasadena City Manager

Title: Vice President, Environmental Planning

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A
Scope of Services

PSOMAS

Balancing the Natural and Built Environment

April 11, 2019

David Bergman
Interim Director of Planning and Building
City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

VIA EMAIL
dbergman@southpasadenaca.gov

Subject: Proposal to Complete the California Environmental Quality Act Process for the South Pasadena General Plan and Downtown Specific Plan Update Project, City of South Pasadena, California

Dear Mr. Bergman:

Psomas is looking forward to working with the City on this important Project for the City of South Pasadena and helping to see it to fruition. Per our meeting of April 8, 2019, the following Scope of Work and Fee Estimate include all tasks needed to complete the California Environmental Quality Act (CEQA) process, starting with preparation of a Revised Administrative Draft Program Environmental Impact Report (PEIR) for the South Pasadena General Plan and Downtown Specific Plan (DTSP) Update Project (Project). Our proposed Scope of Work is provided in Attachment A; a Fee Estimate is provided in Attachment B; and subconsultant scopes of work are provided in Attachments C and D. All tasks are presented as a not-to-exceed budget to be billed on a time-and-materials basis.

Please feel free to contact Mr. Hunter or Ms. Neary if you have any questions regarding the contents of this Scope of Work, or should you require additional information.

Sincerely,
PSOMAS


Jim Hunter, ENV SP
Vice President, Environmental Planning


Jillian K. Neary
Project Manager

Attachments: A – Scope of Work
B – Fee Estimate
C – Nelson Nygaard Scope of Work
D – Urban Crossroads Scopes of Work

R:\Projects\RAMSOW\GP Update_Psomas\SCW-041119.docx

225 South Lake Avenue
Suite 1000
Pasadena, CA 91101

Tel 628.351.2000
Fax 628.351.2030
www.Psomas.com

Professional Services Agreement – Consultant Services

Page 16 of 29

Approved For Use 11/15/16

32-20

**ATTACHMENT A
SCOPE OF WORK**

**SOUTH PASADENA GENERAL PLAN AND
DOWNTOWN SPECIFIC PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT**

April 11, 2019

Psomas has developed the following Scope of Work to prepare a PEIR for the proposed Project in accordance with CEQA and the State CEQA Guidelines, beginning with preparation of a Revised Administrative Draft PEIR, consistent with the previously authorized tasks for this Project, as a subconsultant to Rangwala Associates. The PEIR Scope of Work includes the following tasks:

- Task 1 Draft Program Environmental Impact Report
- Task 2 Final Program Environmental Impact Report
- Task 3 Project Management and Meetings
- Task 4 Climate Change Adaptation Policy Assistance

In addition to the above tasks, the Scope of Work includes a not-to-exceed task (i.e., Task 5, Contingency), for work efforts requested by the City that may exceed the anticipated level of effort in Tasks 1 through 4, including but not limited to, quantitative changes in the General Plan parameters, additional rounds of document review, and additional meeting attendance.

Assumptions

This Scope of Work includes the tasks required to provide a legally defensible CEQA document and to realize time and cost efficiencies, where feasible. The following assumptions are included as the basis of this Scope of Work and associated Fee Estimate:

- Psomas will begin preparing the Revised Administrative Draft PEIR upon receipt of City-approved General Plan, DTSP Update, related data such as breakdown in land use designations (i.e., Lot 111), and description of the No Project/Existing General Plan Alternative for analysis in the PEIR.
- Changes based on City Council input; additional public outreach; review by the City Manager, Interim Planning Director, and other new staff, etc. will be focused and minimal but sufficient for a legally adequate CEQA document. It is assumed that the demographic parameters, boundaries, and development breakdown within focus areas will be unchanged. If upon receipt of the revised General Plan, DTSP Update, and related data, we feel the attached estimate does not accurately reflect the efforts, the City will be contacted immediately, prior to initiating our work.
- It is assumed that the General Plan, DTSP Update, and any other documentation to be used as the basis of the PEIR, beginning with Task 1.1 below:
 - Will be adequate for the purposes of CEQA and will not require substantive review or comment by Psomas.
 - Will be completed and final, approved by the City and provided to Psomas in both clean .PDF and Word formats, and a redline/compare Word file to facilitate understanding of text changes to be reflected in the PEIR;
 - Will include all graphics available as clean .PDF or .JPEG files for ready use in PEIR production;

- Psomas will require four weeks, at a minimum, to submit the Revised Administrative Draft PEIR to the City.
- Preparation of additional Administrative Drafts or other deliverables not explicitly included in Tasks 1 through 4, below, would necessitate a scope and budget augment.

TASK 1 DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 1.1 Revised Administrative Draft Program Environmental Impact Report

Upon receipt of the City-approved revisions to the General Plan and DTSP Update documents, and related data, Psomas will revise the Administrative Draft PEIR document accordingly. In addition to the General Plan and DTSP Update, revised/updated documentation to be provided is anticipated to include:

- Distribution of land use designations (i.e., Lot 111);
- Description of adopted or planned routes to accommodate affordable housing/inclusionary zoning;
- Summary of policy and other revisions to the General Plan and DTSP documents, dated November 2017, based on City Council meetings and additional public outreach; and
- Details of the No Project/Existing General Plan buildout.

Nelson\Nygaard, as a subconsultant to Psomas, will finalize pending revisions to the Traffic Impact Analysis (TIA), limited to: (1) description of how the ambient growth in traffic relates to the possible ambient land development without a General Plan Update (i.e., 89 dwelling units) and (2) prepare comparative trip generation and qualitative discussion for the No Project/Existing General Plan Buildout alternative. Nelson Nygaard's complete Scope of Work is provided in Attachment C.

A Revised Administrative Draft PEIR will be electronically submitted to the City for review and comment. This will include a clean .PDF of the PEIR sections and all technical reports, and clean and redline Word files to facilitate review of the revised document.

Task 1.2 Approval Draft Environmental Impact Report and Public Review

Upon receipt of one set of compiled comments on the Revised Administrative Draft PEIR from the City, Psomas will revise the document accordingly. An Approval Draft of the PEIR will be electronically submitted to the City for final review to confirm that all comments have been appropriately incorporated based on prior coordination. This task assumes that any necessary revisions will be minimal and editorial in nature, and no new substantive revisions to the document will be required.

Psomas will be responsible for providing the City with a camera-ready, electronic copy of the Draft PEIR and for preparing the Notice of Availability (NOA) and the Notice of Completion (NOC). These items will be provided to the City for reproduction and for distribution to the mailing list (assumed to be the same as the NOP mailing list, with the addition of attendees of the Scoping Meeting, commenters on the NOP, and any other persons having requested notice of the Draft PEIR) for the public review period of at least 45 days.

TASK 2 FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT

Task 2.1 Draft Response to Comments and Mitigation Monitoring and Reporting Program

Upon completion of the public review period for the Draft PEIR, Psomas will review all written comments received on the Draft EIR and will organize the comments and coordinate with the City on the approach to preparing responses to comments. Psomas will prepare the draft Response to Comments and Mitigation Monitoring and Reporting Program (MMRP) document. If necessary, a Clarifications/Errata section will be included to list the changes to the Draft PEIR in response to the comments received.

In compliance with Section 21081.6 of the *California Public Resources Code*, Psomas will prepare an MMRP as part of the Response to Comments document, which will ensure compliance with adopted mitigation requirements during Project implementation. The MMRP will be prepared in a matrix format; provide the timing and entity responsible for each mitigation measure; and include the City department or individual responsible for verifying that the mitigation measure has been implemented.

For the purpose of estimating the work effort for responding to comments, a total of 60 hours of professional staff time has been assumed for this task. If extensive comments are received and it appears that additional effort will be necessary to prepare adequate responses, Psomas will notify the City for consideration of a budget augment. Psomas will submit the draft Response to Comments and MMRP document electronically to the City for review and comment.

Task 2.2 Final Response to Comments and Mitigation Monitoring and Reporting Program

Upon receipt of compiled comments from the City, Psomas will revise the Response to Comments and MMRP accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task. It is assumed that the City will mail out the responses to each agency that provided comments on the PEIR at least ten calendar days prior to any public hearings on the Project.

Task 2.3 Draft Findings of Fact and Statement of Overriding Considerations

Psomas will prepare written findings of fact for each significant effect identified in the PEIR, pursuant to Section 15091 of the State CEQA Guidelines and Section 21081 of CEQA. If the draft or final PEIR identifies any significant impacts that cannot be avoided, even with implementation of all reasonable and feasible mitigation measures, the City must adopt a Statement of Overriding Considerations prior to Project approval, pursuant to Section 15093 of the State CEQA Guidelines. This Scope of Work assumes the City will make a determination of the overriding condition(s) for each significant and unavoidable impact identified, for use in the draft document. For the purpose of estimating the work effort for preparation of findings, a total of 46 hours of professional staff time has been assumed for this task. Psomas will electronically submit the draft Findings of Fact and Statement of Overriding Considerations to the City for review and comment.

Task 2.4 Final Findings of Fact and Statement of Overriding Considerations

Upon receipt of compiled comments from the City, Psomas will revise the Findings of Fact and Statement of Overriding Considerations accordingly, and the final document will be electronically submitted for City use during PEIR certification. A total of 16 hours of professional staff time has been assumed for this task.

TASK 3 PROJECT MANAGEMENT AND MEETINGS

Task 3.1 Project Management and Quality Control

Throughout the CEQA process, Psomas will maintain regular telephone/email communications and attend meetings with the City and other members of the Project Team, as requested, to discuss the status of the Project and/or to resolve issues as they arise. Psomas will be responsible for managing the CEQA process; ensuring compliance with the Scope of Work and schedule; coordinating with our subconsultant(s); and ensuring that Project information is disseminated in a timely manner. This task also includes internal administrative coordination and invoicing tasks. This Scope of Work includes a total of 38 hours of professional staff time for Project management activities.

Task 3.2 Attendance at Public Meetings/Hearings

This task includes attendance at public meetings and hearings before the City's Planning Commission and/or City Council. Staff will be available to attend meetings and/or hearings. Up to 4 hours of public hearing attendance is assumed for Ms. Neary.

TASK 4 CLIMATE CHANGE ADAPTATION POLICY ASSISTANCE

This task includes a not-to-exceed budget for Senior Project Manager, Project Manager, and Environmental Planner/Air Quality Specialist professional labor hours to assist the City and/or Placeworks in developing climate change adaptation policies. This effort would involve research to more fully understand the City's climate change-related constraints (understood to be primarily drought/water supply and heat), review of the 2011 Hazard Mitigation Plan (HMP), and help draft actionable policies to be included in the updated HMP and as a basis for the City to subsequently prepare a Climate Action Plan. This task does not involve a vulnerability analysis pursuant to SB 379 or updates by Psomas to the City's HMP.

TASK 5 CONTINGENCY

Consistent with City request, this task includes a not-to-exceed budget for work efforts to be requested by the City that may exceed the anticipated level of effort in Tasks 1 through 4, including but not limited to, quantitative changes in the General Plan parameters; additional rounds of document review; and additional meeting attendance. Funds in this contingency task will not be used without prior written authorization from the City, including written understanding between the City and Psomas of the work product/activity and anticipated level of effort.

If the update General Plan and DTSP Update includes an increase in demographic parameters (i.e., dwelling units or square footage) or other substantive quantitative change in the Project Description presented in the Administrative Draft PEIR submitted in July 2018, this would necessitate the revision of several technical reports and quantitative analyses within the body of the PEIR.

Urban Crossroads, as a subconsultant to Psomas, would revise the air quality/greenhouse gas (GHG) emissions and noise technical reports; and Nelson\Nygaard would revise the TIA accordingly. The scope of work for these technical report updates are summarized below and provided in full in Attachments C and D to this Scope of Work. Psomas would revise all other technical analyses within the PEIR with the exception of the Water Supply Assessment (WSA). This Scope of Work assumes that the City Department of Public Works would coordinate with Stetson Engineers to update the WSA.

Air Quality/Greenhouse Gas Emissions Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the California Emissions Estimator Model (CalEEMod) air quality runs to reflect changes to the dwelling unit count or other quantitative changes; update the CalEEMod greenhouse gas runs to reflect the changes; update tables, text, and exhibits as needed; make minor report text revisions as provided by Psomas/City staff, and summarize the findings in a revised South Pasadena General Plan Update Technical Air Quality and Greenhouse Gas Analysis Report. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Noise Analysis Revision

Urban Crossroads, as a subconsultant to Psomas, will update the off-site traffic noise analysis based on revised average daily traffic (ADT) volumes from the revised TIA based on the changed dwelling unit count or other quantitative change; recalculate the traffic noise level contour boundaries for off-site roadway segments under Existing and Horizon Year conditions based on the revised ADT volumes; update the on-site transportation noise analysis at the Project Growth Areas based on the revised traffic noise level contours under Horizon Year conditions; update Exhibits 8-A, 8-B, and 8-C based on the revised traffic noise level contour boundaries; make minor report text revisions as provided by Psomas/City staff, and summarize the findings in a revised South Pasadena General Plan Update Technical Noise Study. Urban Crossroads' complete Scope of Work is provided in Attachment C.

Traffic Impact Analysis Revision

Nelson\Nygaard will make an update to the travel demand model chapter of the TIA with updated calculations for project trip generation, project trip assignment, traffic modeling, and subsequent output tables and figures for affected scenarios. It is assumed that the updated land use mix will be provided in the format necessary to update the travel demand model in the manner previously submitted to Nelson\Nygaard.

Nelson\Nygaard will update written portions of the TIA to reflect changes to the analysis outputs. It is anticipated that no major changes to traffic impacts and mitigations will be made. Nelson\Nygaard will make one set of revisions from a single set of non-conflicting comments to the TIA. Nelson\Nygaard will also be available for follow-up discussions with City staff via phone calls, as budget permits.

Exhibit B
Fee Schedule

**ATTACHMENT B
FEE ESTIMATE**

**SOUTH PASADENA GENERAL PLAN AND
DOWNTOWN SPECIFIC PLAN UPDATE
PROGRAM ENVIRONMENTAL IMPACT REPORT**

April 11, 2019

TASK	LABOR FEE	DIRECT COSTS¹	TOTAL FEES
Task 1 – Draft Program Environmental Impact Report			
Task 1.1 – Revised Administrative Draft PEIR	\$16,130.00	\$5,830.00	\$21,960.00
Task 1.2 – Approval Draft PEIR and Public Review	\$7,100.00	\$0.00	\$7,100.00
Task 2 – Final Program Environmental Impact Report			
Task 2.1 – Draft Response to Comments and MMRP	\$8,410.00	\$0.00	\$8,410.00
Task 2.2 – Final Response to Comments and MMRP	\$2,840.00	\$0.00	\$2,840.00
Task 2.3 – Draft Findings of Fact and Statement of Overriding Considerations	\$6,600.00	\$0.00	\$6,600.00
Task 2.4 – Final Findings of Fact and Statement of Overriding Considerations	\$2,630.00	\$0.00	\$2,630.00
Task 3 – Project Management and Meetings			
Task 3.1 – Project Management and Quality Control	\$5,540.00	\$0.00	\$5,540.00
Task 3.2 – Attendance at Public Meetings/Hearings	\$540.00	\$0.00	\$540.00
Task 4 – Climate Change Adaptation Policy Assistance	<u>\$ 4,180.00</u>	<u>\$ 0.00</u>	<u>\$ 4,180.00</u>
Subtotal PEIR Fees	\$53,970.00	\$5,830.00	\$59,800.00
Task 5 – Contingency	\$10,190.00	\$28,490.00	\$38,680.00
TOTAL FEE ESTIMATE	\$64,160.00	\$34,320.00	\$98,480.00

¹ Direct costs fees include subconsultant fees, with 10% markup.

ATTACHMENT C
NELSON NYGAARD SCOPE OF WORK

**South Pasadena General Plan Update
Additional TIA Support (Psomas and Nelson\Nygaard)**

Both tasks would be billed on a time and materials basis with not-to-exceed amounts. DRAFT scope is below:

- **Task 1: TIA Support**
 - Nelson\Nygaard will be available for requested revisions to the Traffic Impact Analysis (TIA) portion of the EIR as the document proceeds through necessary agency approvals beyond the Screencheck #1 Draft.
 - This task may consist of including additional text in the TIA references a "lower density" land use plan, in which Nelson\Nygaard will conduct a trip generation calculation for an alternative land use program in order to compare to the General Plan's land use program trip generation in the TIA.
 - No additional steps in the travel demand model will be conducted beyond trip generation, such as trip distribution, assignment, or traffic modeling.
- **Task 2: Update to Travel Demand Model and TIA**
 - This task would not become active unless direction is given to Nelson\Nygaard to begin work by Psomas
 - The City of South Pasadena may desire a land use program with higher densities than the one in the already submitted Screencheck Draft EIR and accompanying Traffic Impact Analysis (TIA).
 - o Nelson\Nygaard will make an update to the travel demand model chapter of the TIA with updated calculations for project trip generation, project trip assignment, traffic modeling, and subsequent output tables and figures for affected scenarios. It is assumed that the updated land use mix will be provided in the format necessary to update the travel demand model in the manner previously submitted to Nelson\Nygaard.
 - o Nelson\Nygaard will update written portions of the report to reflect changes to the analysis outputs. It is anticipated that no major changes to traffic impacts and mitigations will be made. Nelson\Nygaard will make one set of revisions to a single set of non-conflicting comments to the TIA. The team will also be available for follow-up discussions with City staff via phone calls, as budget permits.
 - In the event that the land use mix is altered substantially enough in either intensity or location beyond the already modeled sub-areas, efforts to update the travel demand model may be higher than the not-to-exceed amount in this task. Renegotiation may be required to complete this task, and will be discussed at the onset of beginning work when more detail is known about the amount of changes requested.

		Nelson\Nygaard Labor Costs				
		Michael Kiebs Senior Associate Engineer 2	Jason Novaam Associate 2	Briana Weisgerber Associate Engineer 1		
Total Billing Rate		\$180.00	\$130.00	\$115.00		
Task	Description					
1	TIA Support (incl. project management)	16	8	12	36	\$5,300
2	CONTINGENCY - Update to Travel Demand Model and TIA	20	40	40	100	\$13,400
TOTAL HOURS		36	48	52	136	
TOTAL LABOR COST		\$6,480	\$6,240	\$5,980		\$18,700

ATTACHMENT D
URBAN CROSSROADS SCOPES OF WORK



WORK AUTHORIZATION

April 10, 2019

Ms. Jillian K. Neary
Psomas
225 South Lake Avenue, Suite 1000
Pasadena, CA 91101

SUBJECT: SOUTH PASADENA GENERAL PLAN UPDATE TECHNICAL AIR QUALITY AND GREENHOUSE GAS ANALYSIS CONTRACT AMENDMENT #1

Dear Ms. Jillian K. Neary:

Urban Crossroads, Inc. is pleased to submit this work authorization to Psomas ("Client") to update the Technical Air Quality and Greenhouse Gas Analysis for the South Pasadena General Plan Update ("Project"), which is located in the City of South Pasadena.

SCOPE OF WORK

The following scope of work and represent the services necessary to update the Technical Air Quality and Greenhouse Gas Analysis:

1. Update the CalEEMod air quality runs to reflect changes to the dwelling unit count.
2. Update the CalEEMod greenhouse gas runs to reflect changes to the dwelling unit count.
3. Update tables, text, and exhibits as needed.
4. Make minor report text revisions as provided by Psomas/City staff.
5. Summarize the findings in a revised South Pasadena General Plan Update Technical Air Quality and Greenhouse Gas Analysis.

10513-05 AQ & GHG CA#1

Ms. Jillian K. Neary
Psomas
April 10, 2019
Page 2 of 3

TERMS

The not to exceed fee to accomplish the above Scope of Work is **\$6,200** (*billed T&M, see Exhibit A*). If you have any questions, please contact me directly at (949) 336-5987.

Respectfully submitted,

URBAN CROSSROADS, INC.



Haseeb Qureshi
Senior Associate

CONTRACT APPROVAL:	
Approved by:	
Title:	
Firm: Psomas	
Date:	

Ms. Jillian K. Neary
Psomas
April 10, 2019
Page 3 of 3

EXHIBIT A
BILLING RATES FOR URBAN CROSSROADS, INC.

<u>Position</u>	<u>Hourly Rates</u>
Principal	\$180 – 250
Senior Associate	\$130 – 200
Associate	\$100 – 150
Senior Analyst	\$80 – 120
Analyst	\$70 – 110
Assistant Analyst	\$50 – 90
Administrative Support	\$60 – 100

General

- (1) Reimbursable direct costs, such as reproduction, supplies, and messenger service will be billed at cost.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Monthly billing statements are due within thirty (30) days of receipt.

ATTACHMENT 2
Professional Services Agreement – PlaceWorks, Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of South Pasadena / PlaceWorks, Inc.)**

1. IDENTIFICATION

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

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Provide revisions of the draft General Plan Update and Downtown Specific Plan; conduct public workshops and focus group meetings; and participate in Planning Commission and City Council public hearings.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s March 25, 2019, proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Woodie Tescher, Principal. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Twenty-Seven Thousand Five Hundred Ninety Three Dollars (\$127,593.00).
- 3.5. "Commencement Date": April 17, 2019.
- 3.6. "Termination Date": December 31, 2019

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

12. INSURANCE

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning and Building Department, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

If to Consultant

Margaret Lin
City of South Pasadena
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

Woodie Tescher
700 South Flower Street, Suite 600
Los Angeles, CA 90017
Telephone: (213) 623-1443

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Work Product Transfer.** The City absolves Consultant of any errors or deficiencies associated with work products transferred from Rangwala Associates for inclusion in the General Plan Update and Downtown Specific Plan.
- 18.11. **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.
- 18.12. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.13. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
PlaceWorks

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: Woodie Tescher

Title: South Pasadena City Manager

Title: Principal, PlaceWorks

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

Exhibit A
Scope of Services



March 25, 2019

City of South Pasadena
Attn: David Bergman, Interim Director
Planning and Building Department
1414 Mission Street
South Pasadena, CA 91030

Subject: Proposal for General Plan and Downtown Specific Plan Revisions and Public Review and Hearings

Dear Mr. Bergman:

PlaceWorks is pleased to submit this proposal to the City of South Pasadena to prepare revisions to the draft updated General Plan and Downtown Specific Plan, conduct public workshops and focus group meetings, and participate in Planning Commission and City Council public hearings. This submittal presents our Proposed Scope of Services, Estimated Budget, and resumes of staff to be involved in the work program. It is assumed that the work will be completed in a six (6) month time period and a detailed project schedule will be prepared on notification to proceed. The budget estimate is presented in considerable detail, listing costs by task and work product. We are flexible and will modify the scope and budget as necessary in consideration of the City's available resources.

It is understood that Rangwala Associates will be retained under separate contract to provide source digital files and maps to be used in preparing final public hearing documents and participate in meetings and hearings responding to questions regarding content of the draft plans. It is also understood that Psomas will be responsible for completion of the draft and final Environmental Impact Reports.

We respect the considerable energy, time, and creativity that have been invested in developing the draft plan documents and will work closely with City staff and the community to take the next step in transforming these into vital and persuasive tools to achieve South Pasadena's visions for the future.

PlaceWorks is a California S-Corporation and Woodie Tescher is authorized to represent the firm. He can be contacted at wtescher@placeworks.com and at 213.623.1443.

Sincerely,

PLACEWORKS

A handwritten signature in black ink, appearing to read "Woodie Tescher", written over a horizontal line.

Woodie Tescher
Principal, Planning + Urban Design

700 S. Flower Street, Suite 600 | Los Angeles, California 90017 | 213.623.1443 | PlaceWorks.com

Professional Services Agreement – Consultant Services

Page 16 of 23

Approved For Use 11/15/16

32-50

**CITY OF SOUTH PASADENA GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN
COMPLETION, PUBLIC ENGAGEMENT, AND ADOPTION**

Proposed Scope of Services

The following describes the scope of services to be completed by PlaceWorks to assist the City of South Pasadena in completing and adopting the General Plan, Downtown Specific Plan and Environmental Impact Report (EIR). This will build upon the planning process and draft documents completed by a team of consultants in 2017. It is understood that PlaceWorks' responsibilities will include preparing revisions to the plan documents in response to questions and direction from City staff, publishing the revised draft plans, conducting a program of public outreach and engagement to review and elicit support for the draft plans, prepare and present the draft plans for Planning Commission and City Council consideration and action, and publish the final plans incorporating any revisions approved by the City Council.

To ensure continuity, it is understood that Rangwala Associates will be retained by the City to provide digital text and map other document files to be used for finalizing the plans and preparing display and public presentations and participate in meetings with the public, Planning Commission, and City Council. In these forums, Rangwala staff will serve as a resource in responding to questions regarding content developed during the planning process. Psomas will fulfill the remainder of its contract with the City and be responsible for completing the EIR work products.

This work scope presents a comprehensive approach to address our understanding of the City's objectives and is correlated with the budget presented in the ensuing section of this proposal. We recognize the City's limited resources, are flexible, and will work with the City in modifying the tasks and work products as necessary in consideration of these.

TASK 1. MANAGING AND ORGANIZING THE WORK PROGRAM

1.1 Project Management

PlaceWorks will prepare a project management plan providing a detailed schedule of tasks and deliverables and protocols for submittal and review of work products, progress reports and invoices, and payments. Tasks will be assigned weekly, progress reported monthly, and the schedule reviewed and updated periodically. The schedule will define the sequence and critical path for performance of work tasks, including document submittal deadlines to the City, City staff review periods, and the time-frame for revision of draft documents in response to comments received from staff. It will also establish the schedule for the public engagement activities and Planning Commission and City Council hearings as confirmed by City staff.

1.2 Coordination Meetings with City Staff

PlaceWorks will participate in weekly conference calls with City staff to review project tasks, products, schedule, and responsibilities and coordinate public outreach activities. These will be scheduled as standing meetings, which may be canceled at the direction of City staff should there be no substantive items for discussion. We will prepare a meeting agenda in consultation with City staff and summarize outcomes and action items in a memorandum.

Deliverables:

- + *Meeting agendas: Digital file*
- + *Summary of action items: Digital file*

TASK 2. REVISING AND FINALIZING THE PUBLIC DRAFT GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

2.1 Orientation to the Draft General Plan and Downtown Specific Plan

PlaceWorks' first step will be to develop a thorough understanding of the draft General Plan, Specific Plan, and EIR so that they can be accurately presented to the public and decision-makers in subsequent workshops and meetings. We will review the plans in detail and identify questions where necessary to clarify their content and the factors considered in decisions contributing to the plans' diagrams, goals, and policies. A meeting will be conducted with City staff, Rangwala Associates, and Psomas to brief our staff regarding important issues and input offered by the public during the planning process, discuss the plans and how they correlate with the public's comments, review preliminary findings of the draft EIR, and respond to questions identified in our review. This will be the opportunity to mutually summarize the most significant features and "messages" of the plan that will be important in developing public support.

Deliverables:

- + *Memorandum: Questions regarding GP and SP content and EIR findings: Digital file*
- + *Memorandum: Summary of meeting input: Digital file*

2.2 Identify Topics for General Plan and Specific Plan Revisions

PlaceWorks will meet with City staff to confirm and receive direction for topics requiring further modification to finalize the public draft documents. At the outset, our conversation with staff indicated three possible topics needing to be addressed: community benefits, future use of a school site, and implications of SB 1818 on density and urban form. Based on our "peer" review and with further consideration by City staff, we will discuss with staff the appropriateness of addressing any other topics meriting revisions that may not be adequately covered by the current drafts. At a minimum, we anticipate that this would likely center on legislation enacted since the plans' development regarding climate change, housing, and environmental justice. Based on our conversations with staff, we will compile a list of specific content of the plans to be refined or newly addressed and receive direction regarding their content. Our proposed project budget is based on assumptions regarding the scope and detail of these revisions and will be reviewed for its adequacy. In the event of shortfalls, we will review options for reducing the scope of the revisions.

Deliverables:

- + *List of items to be revised and discussion of the approach in addressing these: digital file*
- + *Analysis of budget for revisions*

2.3 Prepare Final Public Drafts General Plan and Downtown Specific Plan

For each topic identified in the preceding task, PlaceWorks will prepare and document revised goals, policies, actions, implementation programs, and diagrams as appropriate. Text revisions will be indicated in track changes, with strikeouts and underlines, and mapped changes graphically annotated. These will be submitted to City staff and a meeting conducted to review and receive feedback. Should additional changes be required, a revised version will be prepared and submitted for the City's confirmation. We will also provide a list of technical changes to correct mis-spellings, grammar, section and sub-section numbering, and pagination. Final proposed revisions to the plans will be forwarded to Psomas for their assessment of implications and as input for finalizing the Draft EIR.

Once approved by City staff, PlaceWorks will incorporate modified text and maps into final public drafts of the General Plan and Downtown Specific Plan for public review and Planning Commission and City Council hearings. We directly integrate these into digital source files of the current drafts provided by the City and/or Rangwala Associates. As the reproducible versions of the plans were prepared using InDesign, the integration of expanded text may necessitate some re-formatting due to possible overflow on multiple pages of the documents. PlaceWorks will

submit updated digital files of the plans to the City for reproduction; distribution to the Planning Commission, City Council, and relevant agencies; and posting on the City's web page.

Deliverables:

- + *Administrative draft revised narrative text, goals, policies, actions, and implementation programs for each topic: Digital file*
- + *Revised and final draft of plan revisions for each topic: Digital file*
- + *Final public draft General Plan and Downtown Specific Plan: Digital file*

TASK 3. ENGAGING AND DEVELOPING PUBLIC SUPPORT FOR THE UPDATED GENERAL PLAN AND DOWNTOWN SPECIFIC PLAN

3.1 Develop the Public Engagement Strategy and Process

It is understood that it is the central objective of the work program to restore the momentum that has been lost due to delays in completing the planning process by engaging and reminding the community of their prior involvement, educating them of the content of the draft plans and asking the question regarding whether these reflect their input to date, and developing support leading to the formal public hearing and adoption process. PlaceWorks will meet with City staff to develop a comprehensive public engagement program to address these objectives, with Rangwala Associates participating to provide insights regarding community values and important issues, themes, and content gained during their involvement during the plans' preparation.

As discussed with staff, this program will involve two citywide workshops and four focused/interest group meetings. As an option of the work program, we would propose that the City's web page be used more robustly as an interactive tool to create interest and excitement about the draft plans, educate the community regarding their content, and as a conduit for feedback and reaction in addition to its role for the posting of notices and the draft plan documents. Other options that may be considered include the use of social media, apps, and speaker forums. In meeting with City staff, we will confirm the objectives, methods, media, responsibilities, and schedule for the public engagement process.

Deliverables:

- + *Meeting agenda: Digital file*
- + *Description of public outreach and engagement program, schedule, and responsibilities: Digital file*

3.2 Citywide Public Workshops

PlaceWorks will serve as the lead in designing and facilitating two citywide public workshops and preparing notices, flyers, fact sheets, and other outreach media, presentations, and collateral materials. It is assumed that the City will be responsible for arranging and scheduling venues, outreach to organizations and individuals, and providing audio-visual equipment, refreshments, and registration support. Meetings will be conducted with City staff to confirm each workshop's objectives, expected outcomes, methodologies, and logistics. In developing the outreach program, we will with City staff review the methods used and participant list from the earlier stages of the planning program to learn what was effective and establish a base network of contacts that will be used in fostering participation.

It is assumed that the workshops would be organized as a full audience presentation with questions and answers addressed as a group or in a small-group setting. It is understood that Rangwala will be available and participate to provide in response to questions regarding specific content developed during the planning process. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page. An open house format with multiple stations addressing key sections of the plan may be considered as an option that would necessitate greater levels of staffing.

Deliverables (administrative draft and final for all items):

- + *Workshop outreach program—description and collateral materials (notices, fact sheets, and other): Digital files*
- + *Workshop agenda: Digital files*
- + *PowerPoint presentation: Digital files*
- + *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
- + *Display boards to be confirmed: Digital files (assume City reproduction)*
 - ▶ *Aerial map of the City*
 - ▶ *General Plan and Specific Plan overview*
 - ▶ *Plan land use diagrams (2)*
 - ▶ *Plan illustrations (option)*
 - ▶ *Photos from previous public engagement events (option)*
- + *Memorandum documenting questions and comments: Digital file and posted on City's web page*

3.3 Focus Group Meetings

PlaceWorks will serve as the lead in designing and facilitating up to four meetings with community and interest groups and organizations and preparing notices, flyers, fact sheets, presentations, and collateral materials. It is assumed that the City staff will work with PlaceWorks in identifying the types and composition of the groups to be involved and be responsible for contacting, scheduling, and providing audio-visual equipment (when needed), refreshments, and registration support. For continuity, we suggest that these groups correspond with those actively involved in earlier stages of the planning process to the extent feasible. It is assumed that these meetings will be organized as “conversations” involving recapitulation of the major messages heard to date, presentation of and linkage of plan content with this input, and opportunities for questions and answers. Questions and comments received in the workshops will be recorded on flip charts, documented in a memorandum, and posted on the City's web page.

Deliverables:

- + *Meeting agendas: Digital files*
- + *Materials used in the citywide workshops including (as appropriate):*
 - ▶ *PowerPoint presentation (assuming this will largely be the same as the citywide workshops): Digital files*
 - ▶ *General Plan and Specific Plan Fact Sheets (description of purposes and key content): Digital files*
 - ▶ *Display boards to be confirmed (aerial map, General Plan and Specific Plan land use diagrams), Plan illustrations, and/or photos from previous public engagement events*
- + *Memorandum documenting questions and comments: Digital file and posted on the City's web page*

3.4 Response to Public Input and Comments

A meeting will be conducted with City staff to review questions and comments elicited in the citywide public workshops and focus group meetings and discuss their implications. We will consider whether they rise to the level of significance to warrant further revisions of the plans' narrative, goals, policies, actions, and implementation programs. As directed by staff, we will prepare appropriate revisions to be incorporated into the plans to be submitted for Planning Commission and City Council consideration. Should additional research and/or analyses be required to support the revisions, these would be outside of the scope and budget of this proposal and we will discuss approaches for how these could be addressed with City staff.

Deliverables:

- + *General Plan and Specific Plan revisions to reflect public comments and input (strikeout and underline existing text; administrative and final drafts): Digital files*

TASK 4. PUBLIC HEARINGS AND ADOPTION

4.1 Planning Commission and City Council Public Hearings

PlaceWorks will participate in two public (2) hearings each with the Planning Commission and City Council to adopt the updated General Plan and Specific Plan and certify the EIR. We will work with City staff in developing content for the staff reports and preparing PowerPoint presentations. At the hearings, we will be available for presentations and respond to questions and comments. This task includes preparatory meetings, production of presentation materials, and participation in hearings by up to two PlaceWorks staff members (Rangwala will attend under separate contractual agreement with the City).

Deliverables:

- + *Input for staff reports: Digital files*
- + *Draft and final PowerPoint presentations for PC and CC: Digital files*
- + *Plan presentation displays, to be determined: Digital files*

4.2 Adopted General Plan and Specific Plan

On adoption of the updated General Plan and Specific Plan, PlaceWorks will prepare final documents incorporating any changes approved by the City Council. This will include revised digital files for printed production and posting on the City's web page.

Deliverables:

- + *Adopted General Plan and Downtown Specific Plans: Digital files*

Exhibit B
Fee Schedule
ESTIMATED BUDGET

The following presents PlaceWorks' estimated budget to assist the City of South Pasadena for completion of the draft General Plan and Downtown Specific Plan, facilitation of public workshops and meetings, and participation in Planning Commission and City Council public hearings. This estimate lists costs associated with specific work products and is based on assumptions regarding the scope of plan revisions and public activities described in the preceding Scope of Services. Should the City elect to pursue options described in the Scope, we will provide these estimates separately. We recognize the City's budget limitations and will work with staff in modifying these estimates as needed to meet available resources.

Task/Work Product	HOURS			Cost
	Principal \$240	PM \$190	Planner \$125	
1. MANAGING AND ORGANIZING THE WORK PROGRAM				
1.1 Project Management (1 hr/wk @ 24 wks)		24		\$4,560
1.2 Coordination Meetings with City Staff (1 hr/wk @ 24 wks)	12	24		\$7,440
Agendas and meeting summaries (.5 hr/wk @ 24 wks)	6	12		\$3,720
<i>Sub-Total</i>				<i>\$15,720</i>
2. REVISED AND FINALIZED GP AND DOWNTOWN SP				
2.1 Plan Review	6	24		\$6,000
Transfer of resource materials		2	12	\$1,880
Questions based on plan review	2	8		\$2,000
Meeting with City staff and Rangwala	4	4		\$1,720
Meeting memo		2		\$380
2.2 Topics for GP and SP Revisions				
Meeting with City staff	2	2		\$860
List of topics and staff direction for content	2	4		\$1,240
2.3 Prepare Final Public Drafts of GP and SP				
Memos-draft revisions for each topic	6	24	4	\$6,500
Memos-approved revisions for each topic	3	9	2	\$2,680
Final public hearing draft GP and SP		4	36	\$5,260
Post on City web page (format)		1	4	\$690
<i>Sub-Total</i>				<i>\$29,210</i>
3. PUBLIC ENGAGEMENT				
3.1 Public Engagement Strategy				
Meeting with staff (including agenda)	4	4		\$1,720
Public outreach and engagement plan	2	16		\$3,520
Web page update (basic)		2	6	\$1,130
Expanded interactive web site (option)				\$0
3.2 Citywide Workshops (2)				
Planning meetings with City staff (2)	4	4		\$1,720
Outreach program-notices, flyers			24	\$3,000
Workshop agenda		2		\$380
PowerPoint presentation	2	4	32	\$5,240
GP and SP fact sheets			8	\$1,000
Aerial map			2	\$250
GP and SP overview display board			6	\$750
Land use diagrams display board			4	\$500
Plan illustrations display board (option)				\$0
Public engagement photos display board (option)				\$0
Attend/facilitate	8	8		\$3,440
Memo documenting public input (2)		6		\$1,140
3.3 Focus Group Meetings (4)				
Planning meetings with City staff (4)	8	8		\$3,440
Outreach program-notices, flyers			24	\$3,000
Focus meeting agenda (4)	4	4		\$1,720
PowerPoint presentation		4	8	\$1,760
Attend/facilitate	16	16		\$6,880
Memo documenting public input (2)		12		\$2,280
3.4 Response to Public Input/Comments				

ESTIMATED BUDGET

Task/Work Product	Hours			Cost
	Principal \$240	PM \$180	Planner \$125	
Meeting with City staff (including agenda)	2	2		\$860
Draft Plan revisions (strikeout and underline)		4	12	\$2,280
Final Plan revisions			10	\$1,250
<i>Sub-Total</i>				\$47,240
4. PUBLIC HEARINGS AND ADOPTION				
4.1 Planning Commission and City Council				
Meetings with City staff (4)	6	6		\$2,580
Input for staff reports (2)		12		\$2,280
Draft and final PPTs (2)		4	16	\$1,760
Attend/participate	12			\$2,880
4.2 Adopted General Plan and Specific Plan	4		16	\$2,960
<i>Sub-Total</i>				\$15,460
TOTAL LABOR COST				\$105,630
DIRECT COSTS (10% LABOR COST)				\$10,563
TOTAL ESTIMATED BUDGET				\$116,193

Additional contingency of \$11,400 (Principal for 16 hours, Project Manager for 24 hours, and Staff Planner for 24 hours to address consistency or unexpected questions)

Total Estimated Budget (including contingency) = \$128,593

ATTACHMENT 3
Original Professional Services Agreement –
Rangwala Associates

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Rangwala Associates)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Rangwala Associates, an urban planning and design firm (“Consultant”).

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **September 8, 2016** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David G. Watkins, Director of Planning & Building. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Five Hundred Sixty Four Thousand, One Hundred Forty Dollars (\$564,140).
- 3.5. "Commencement Date": January 3, 2017
- 3.6. "Termination Date": March 29, 2019. The termination date may be extended by the City in writing upon request by the Consultant

4. TERM

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

5. CONSULTANT'S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kaizer Rangwala shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by

law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours

worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
 - Certificate of Insurance, indicating companies reasonably acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance

must include the following reference: General Plan/Mission Street Specific Plan Update

- Documentation of Best's rating reasonably acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage, except Professional Liability. With respect to professional liability policy, upon the written request of the City, to the extent available, Consultant will provide, within ten (10) days, copies of the professional liability insurance policies required to be purchased and/or maintained hereunder by Consultant for review by City's legal or risk management staff at a mutually agreeable location and manner

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

- Professional Liability Insurance: \$1,000,000 per claim,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Damage to Premises Rented to You \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- 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 per accident

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

Professional Services Agreement – Consultant Services

form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation/Employer's Liability, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's General Liability, Auto Liability and Umbrella/Excess Liability, insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any General Liability and Umbrella/Excess Liability, insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks after 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: City Manager's Office, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The General Liability, Auto Liability and Umbrella/Excess Liability, if required, insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any General Liability and Umbrella/Excess Liability insurance or self-insurance maintained by City and/or its officers, employees, or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City, except with respect to the professional liability. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself, except professional liability.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement such approval shall not be unreasonably withheld.

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

for insurance coverage required herein are subject to City's approval such approval shall not be unreasonably withheld.

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City

David G. Watkins
City of South Pasadena
Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7221

If to Consultant

Kaizer Rangwala
6325 Jackie Avenue
Los Angeles, CA 91367
Telephone: (805) 850-9779

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

Professional Services Agreement – Consultant Services

Page 11 of 17

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

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

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the

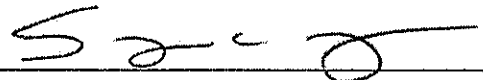
simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

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

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

"City"
City of South Pasadena


By: 
Signature

Printed: Sergio Gonzalez

Title: City Manager

Date: 11/17/16

"Consultant"
Rangwala Associates

By: 
Signature

Printed: Kaiser Rangwala

Title: Principal

Date: 11/16/16

Attest:

By: 
Evelyn G. Zuehl, City Clerk

Date: 11/17/2016

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 11/17/16

EXHIBIT A
SCOPE OF WORK

TASK 1. PROJECT PLANNING & COORDINATION

Task 1.1 Project Organization

The project team consists of an Executive Team, an Advisory Committee and six topical resource committees (five focus groups and a CORE group).

The Executive Team will include project managers from the consulting and City staff team and key leaders from City staff, as appropriate. The key responsibility is to review schedule and budget at monthly status meeting, logistical planning, and the facilitating the process.

The Advisory Committee (AC) will include members from City Council, Planning Commission, other Boards/Committee/Commissions, city and department heads to provide on-going and specific direction throughout the entire project. The AC will discuss and finalize work program objectives, project team member roles, civic engagement strategy, and list of resource team members. By including decision makers and department heads throughout the entire process, the City will underscore the importance and role of the General Plan throughout all aspects of city management, budgeting, and operations, and create stronger internal coordination.

Five Focus Groups will support the public process developing policy options for the public to consider and actions to implement the public's vision. The Focus Groups include members of the consulting team, city staff, civic leaders, and local volunteers with interest or expertise in each team's topic.

Each Focus Group contributes members and expertise to a CORE group which would be made of five focus groups working together on the integrated topics of Our Planned, Accessible, and Resilient Community. This CORE group will consider South Pasadena's approach to growth and preservation, incorporating perspectives from the other five teams. In addition to developing goals and policies for each element, the other five focus groups will also review and assess alternate land use, circulation, and infrastructure scenarios developed by the CORE team. The Focus Groups' work occurs in three phases throughout the project.

- A. Driving Forces: (Winter 2016-2017): The Focus Groups identify key outside forces shaping South Pasadena's and Mission Street Area's future.
- B. Scenarios & Policies (Spring 2017): The Focus Groups will develop and assess alternate land use and transportation scenarios for the City and specifically for the Mission Street Specific Plan Area. They will also develop goals and policies for the entire city. The scenarios, goals, and policies will be the centerpiece of public input in the visioning charrette.
- C. Preferred Scenario and Actions (Summer 2017). The Resource Teams will create a preferred scenario and refine their goals and policies based on the public's review. They will recommend a set of concrete actions for the next 1-5 years to begin implementing the policies.

1.2 Kick-off Meeting

The kick-off meeting will be held with City staff and accomplish several tasks, including:

- A. Sharing expectations for the project;
- B. Refining the scope of work and schedule;
- C. Establishing communication protocols;
- D. Defining the role of anticipated stakeholders, including outside agencies, organizations, and individuals;
- E. Identifying Advisory and Focus Group members;
- F. Identifying potential project pitfalls and strategies to address them;
- G. Discuss ongoing projects or programs; and
- H. Review project data needs and obtain data from staff.

1.3 Joint Meeting with City Council & Planning Commission

A joint meeting will be conducted with the City Council and Planning Commission following the contract's execution. The consultant will work with City staff to introduce the project team to the City Council and Planning Commission, summarize the scope and schedule, and discuss actions to be taken within the following months, and field initial questions from the City Council, Planning Commission, and general public. The joint meeting will identify ongoing or current issues that the City is struggling with and that might be addressed to varying degrees in the Specific Plan area and the General Plan.

1.4 Monthly Status Meetings with City Staff

The consultant will also schedule monthly meetings for the executive team, to discuss the status of ongoing and future work. These meetings will keep the City informed, review progress, identify next steps, and generally prevent the project from getting sidetracked or stalled. These meetings are generally envisioned to last no longer than a half-hour and could take place at a time convenient for the City. A monthly status report would be provided in advance of each meeting.

The monthly status report will track:

- A. Tasks carried out in the past, current, and next month;
- B. Percent of budget spent and project completed;
- C. State corrective actions, if project is off-track; and
- D. Level of civic participation.

1.4 Project Website

A project website provides 24-hour access to project information such as meeting notices, survey materials, background data, presentations, and draft documents. The website will feature responsive layouts that will look and behave as intended on all popular browsers and devices. The consultant will maintain a separate project website that is accessed through both a link from the City's main website and a separate address. The consultant will create a distinct branding for the Specific Plan and General Plan, starting with a project website that is designed to appear as an extension of the City's main website—distinct but complementary. All design and content will be provided to the City for review and approval before it is made public. The scope of work includes time to assist the City in migrating the project website's material to the City's website after the Specific Plan and General Plan are adopted.

1.5 Civic Engagement

Issues surrounding infill such as context, traffic, and parking in stable residential areas are complex and controversial and manifest themselves in their most divisive form at review and approval of development proposals. Setting up public conversations in a way that allows residents to engage one another -- so that they can share common values and wrestle with tough issues where values may be in conflict -- will forge more positive working relationships between residents, public officials and City staff members.

The consultant team stresses a commitment to involving citizens in important policy, and recognizes that city government has responsibilities that go beyond satisfying the loudest, most numerous or most active “stakeholders,” whether they be developers, neighboring residents or issue advocates. This is why issues will be drawn broadly and involve the broader public in collaborative processes. While requiring more effort, recruiting new voices from less well represented sectors of the community pays valuable dividends in enriching community dialogue, advancing “public knowledge” and broadening community consensus around shared values and acceptable outcomes.

Public engagement is most successful when it “tells” rather than “sells.” By emphasizing the facts and posing the choices and trade-offs involved in shaping and implementing public policy and ordinances, the consultant team can nurture a healthy and balanced discourse that relies on shared values and community organizations with agendas that embrace overall community well-being and future vision. For the General and Specific Plan update, the consultant will conduct a spectrum of targeted engagement strategies to raise awareness by sharing information, and empowering the broader citizenry to actively engage and participate. Following are the outreach methods for the project:

A. Inform

1. **Online Engagement**— Residents will have the opportunity to share their insights and feedback throughout the planning process on “Neighborland.” Neighborland enables residents to share their insights (ideas, votes, comments) early in the process, and give feedback on the vision later in the process. Neighborland works on all mobile and desktop web browsers, and has built-in social media integrations with Facebook, Google+, and Twitter. Neighborland's internal analytics tools measure every interaction and leverages Google Analytics's best in class measurement, demographics, and visualization tools to provide comprehensive report of all online participation.
2. **Project Tour** — Tour of the Specific Plan area and other opportunity sites will help identify what policies and regulations are working and what needs adjustment.
3. **Infographics** — From the Discovery step (task 2), the consultant will identify surprising and useful factual findings for target audience. The findings will be visualized for a compelling “three-minute” read. The infographic poster can be temporarily installed at City Hall, library, and other similar places where neighbors gather.

B. Consult

1. **Public Survey** — A survey is an effective way to reach residents that typically cannot attend meetings, but have opinions about the community’s future or other issues.

Conducting a survey enables the City to build awareness while collecting input on needs, priorities, general satisfaction, desired areas of improvement, and City messages. The consultant team will utilize a combination of hard copy and web-based (Survey Monkey) survey with a project fact sheet.

2. **Interviews** — The consultant will interview key city leaders, residents, and businesses to gather insights into their history and interests in the community, and to solicit their assistance in getting broader participation and implementation efforts.
3. **Focus Group Meetings** — The consultant will conduct three focus group meetings. These meetings will be used to gather qualitative information, review economic drivers and real estate trends; mobility and parking options and recommendations; and contextual design.
4. **Pop-up Workshops/Events** — The consultant will conduct two pop-up workshops at popular public events such as Farmers Market, Music Festival and Art Walk, etc. The first workshop will introduce the planning effort to the public and spark a dialogue through a series of interactive planning exercises intended to share and gather information. The second workshop will serve as an opportunity to share the findings, and solicit feedback on preliminary recommendations. Both events will combine food/vouchers and fun activities as an incentive for participation.
5. **Book-a-Planner:** Besides inviting the public to workshops, the consultant will take planning to the public. Throughout the General Plan and Specific Plan process the consultant will make special efforts to reach public that typically do not participate in the planning process. The consultant will conduct two Book-a-Planner sessions at faith-based events, youth commission events, or local schools. Traveling exhibits will be prepared for Book-a-Planner events. Whenever possible, participants will be asked demographic information, to monitor who is participating, so that gaps in participation can be addressed.

C. Engage

A **Speaker Series** will strategically bring national experts on growth, economic development, transportation and planning issues to provide perspective, present alternatives, and stimulate community dialogue. The following speakers will assist the project team in educating and engaging the community:

1. Sustainable Transportation Planning, Paul Moore, Nelson Nyggard
2. Planning Healthy Communities, Dr. Richard Jackson, UCLA Fielding School of Public Health
3. Parking, Dr. Richard Wilson, California State Polytechnic University, Pomona

D. Collaborate

1. **Charrette** — A charrette is a collaborative and rigorous planning process that harnesses the talents and energies of individuals to create and support an overall vision for the City and Mission Street Specific Plan area. The compressed time facilitates creative problem-solving by accelerating decision-making and reducing non-constructive negotiation tactics, and encourages people to abandon their usual working patterns and “think outside of the box.” The consulting team will facilitate a five day charrette.

E. Empower

1. **Joint Planning Commission and City Council Meetings** — Three joint meetings will allow advisory- and decision-making bodies to review interim progress and provide direction.
2. **Validate Feedback** — The consultant will use online and media outlets to acknowledge all feedback; follow up proactively to notify stakeholders if/when their suggestions are implemented.

Task 1 Deliverables:

- Scope & Schedule
- Civic Engagement Strategy (as outlined in Task 1.5)
- Joint Meeting with Planning Commission and City Council
- Identify Executive Group, Advisory Committee, Focus Groups, Departments and Partner Agencies
- Monthly Progress Report
- Project website
- Speaker Series

Task 1 Timeframe: Week 1- Week 8

TASK 2. DISCOVERY

Discovery is more than simply soliciting input, adding up the responses, and using that data to make public policy decisions. It challenges citizens and government to work together to share knowledge – and to share responsibility. This encourages collaborative solutions to community problems and participation by residents and community based organizations in implementing those solutions. The consultant team’s discovery work will include quantitative (facts and data) and qualitative (people-based) information.

The consultant will review existing plans, ordinances, and projects that have been completed. Concurrently, the consultant will gather broad macro-level information at the citywide level for the General Plan and more micro-scale specific and detailed information for the Specific Plan area.

The consultant team will study the existing urban form, place, people, circulation, and market.

2.1 Urban Form Profile

The consultant team will study the different areas of South Pasadena to develop an understanding of the place-types within the macro-scale framework, and to document micro-scale elements such as streets, building and frontage types, and public space network so that we can begin to develop the DNA for South Pasadena's centers, corridors, districts and neighborhoods. This analysis will be integral to develop a physical and spatial organizing framework that supports a range of contexts. The form and character of the different human habitats will be conceived as a geography of diverse place types such as neighborhoods, centers, districts, and corridors.

Each of these place types will be characterized as to the nature of intended change desired.

A. Maintenance: Existing areas primarily in stable condition. These places may need minor attention but primarily they need to continue to be supported through appropriate regulations and provisions that recognize their particular features and characteristics. The level of change ranges from reinvestment in existing buildings and minor improvements to utility infrastructure and the public realm, to the occasional infill development that completes the prevalent development pattern.

B. Infill/Renewal: Existing areas in a state of transition that need moderate infill, redevelopment, or infrastructure. Examples are: addition of new streets that break the large scale super-blocks into pedestrian oriented blocks, or completing a block with the missing buildings, open space or infrastructure.

The rigorous and principled approach of assessment sets the stage for planning and coding. Armed with this understanding of place types and nature of intended change the consultant will develop land use and circulation alternatives.

2.2 People Profile

The consultant will gather the following socio-demographic information:

- A. **Population** – including existing persons and households and potential persons and households under existing zoning.
- B. **Income** – including household incomes and income growth compared to regional trends.
- C. **Race and Ethnicity** – changes in characteristics and future trends.
- D. **Commuting patterns** – including existing modal split percentages.
- E. **Housing** – including ability to pay for current marketplace products and need for workforce housing.
- F. **Recreation** – including existing and potential participation rates and potential volumes for outdoor and indoor park and trail use within South Pasadena.
- G. **Retail expenditure patterns** – citywide retail sales trends and metrics with particular focus on the Mission Street Specific Plan area using area specific data made available by the City.
- H. **Socialization** – including educational attainment, health, childcare, and other services of interest to area residents.

2.3 Interviews

The consultant will conduct personal interviews and/or focus group sessions with key officials, property owners and merchants, developers, real estate agents, and other parties of interest. The sessions could cover questions regarding:

1. Length of ownership and/or involvement in Specific Plan area activities,
2. Nature of owned property and/or business and future plans,
3. Perceived problems with Mission Street Specific Plan area existing/future transportation and development conditions,
4. Suggestions concerning bus, pedestrian, bike, and development project opportunities and possibilities, and
5. Interest in participating in possible opportunities.

2.4 Place Profile

The consultant will work with staff to develop and verify base maps in the field and information necessary to support the analysis for Mission Street Specific Plan area. Our generated GIS base maps and database will identify:

1. Property – including public and private parcels and ownerships
2. Topography - any elevations or view corridors
3. Soils – general soil types, groundwater, and infiltration characteristics
4. Drainage – drainage patterns, flood-prone areas
5. Utilities – including sewer, water, stormwater, natural gas, power, and telecommunications systems
6. Site improvements – including all roadways, bikeways, trails, sidewalks, walkways, parking lots and structures
7. Building improvements and database – including location, age, and condition of all existing and proposed structures
8. Historic Context Statement for Mission Street using the Citywide Historic Context Statement (2014) and the Historic Resources Survey Update (to be finalized in the coming months)
9. Landscape – including street trees, open spaces, and significant habitat areas
10. Aesthetics and resources – including landmark sites or buildings, viewpoints and vistas, solar orientations, and other potential opportunities
11. Development regulations – including current zoning provisions on land use, building heights, setbacks and yards, parking, landscape, signage, and other particulars.
12. The consultant will field verify the information and develop a hard/soft rating for each property and building where:
 - a. Hard buildings or sites – consist of historic, public, institutional, new building developments, and uninterested owners,
 - b. Soft buildings or sites – consist of vacant properties, dilapidated and/or abandoned buildings, nuisance or nonconforming uses and structures, other undeveloped properties, underdeveloped or underutilized buildings and sites, and interested owners.

The consultant will use the hard/soft rating evaluations to identify catalytic sites where retrofit and new infill development capacity can be concentrated while preserving the hard sites and buildings of interest and value to South Pasadena residents and stakeholder interests.

2.5 Mobility/Parking Profile

As the consulting firm that led the “Beyond the 710” effort on behalf of South Pasadena and its coalition partners, Nelson\Nygaard has a keen awareness of and rooting interest in issues of sustainable transportation in South Pasadena.

Per the RFP’s statement that “mobility is only the starting point for discussing broader issues that determine a city’s livability – moving from ‘Complete Streets’ to a ‘Complete City,’” Nelson/Nygaard will focus on:

- A. First/last mile access to the Gold Line station, including creative and forward-looking strategies to farther extend the reach of Metro Rail service (starting with the Metro First/Last Mile Strategic Plan walk sheds analysis);
- B. Multimodal/complete streets policy and design, including measures to enhance safety for all users of the street;
- C. Parking demand management strategies for the Mission Street corridor/downtown and other “hot spot” high impact areas, including measures specifically designed to support economic development;
- D. Opportunities for new pedestrian and bicycle facilities and/or transit service.

This work will take place within the context of the larger, integrated and comprehensive transportation, land use and economic development effort, and in support of broader goals. As always, the consultant will begin by defining desired outcomes –not just in transportation, but in all related areas – then “work backwards” to identify the most effective strategies to achieve those ends.

In this task, the consultant will compile and assess all available data, policy, and foundational documents, and we will synthesize our findings in preparation for recommendations development. Additionally, the consultant will conduct independent data collection on parking occupancy within the Mission corridor. This up-to-date data will permit the development of the most relevant and effective approach to managing the area’s parking supply.

2.6 Infrastructure Profile

Review existing reports and data on infrastructure and interview Public Works staff, looking for opportunities to make integrative improvements that solve multiple issues while costing less. For example, retrofitting to Complete Streets may improve walkability, bikability and placemaking while also solving drainage issues and MS4 compliance, and could also be integrated with the Capital Improvement Program (CIP) to align with sewer or water replacements.

2.7 Market Assessment

HR&A will evaluate the current real estate market supply and estimate future demand for residential, office and retail uses in South Pasadena, with a particular focus on the Mission Street Specific Plan area. The consultant will first examine current and projected key demographic indicators for the City (or an appropriately defined competitive market area) and evaluate the cur-

rent performance of residential, office, and retail uses based on accepted real estate metrics like rents, sale prices, vacancy rates, and absorption trends. HR&A will then estimate potential demand for these land uses by examining household growth and turnover, employment growth by sector, and resident and employee spending by retail category to determine retail sales leakage or surplus. HR&A will examine the competitive landscape in terms of planned and proposed residential, office, and retail projects in the area that might absorb future demand. Finally, HR&A will estimate the scale of supportable development City wide as well as within the Mission Street Specific Plan area's under modest and aggressive growth scenarios over a 5, 10 and 20 year period. HR&A will give careful consideration of the retail business mix by retail type and market orientation, including neighborhood, community, and regional and visitor-serving uses, building on the 2010 Kotin/CBRE Retail Study.

Task 2 Deliverables

- A. Infographic profile of people and place
- B. Market Assessment Briefing Book
- C. Draft and final Transportation Elements of Discovery document
- D. Infrastructure Profile

Task 2 Timeframe: Week 9- Week 29

TASK 3. VISIONING

Based on the analysis, findings, and community input gathered in the previous step the consultant team will host a 5-day charrette. Charrette events are like a combination of on-location planning studio and old-fashioned town meetings. The charrette focuses community input over a short period of time, through the hands-on efforts of folks representing the full spectrum of interests. The approach is inclusive and designed to build consensus from the outset.

3.1 Charrette

The consultant team will kick-off the charrette by presenting the driving forces shaping South Pasadena's future: growth projections, demographics, public health, social capital, market trends, pattern of development, and place-making.

The charrette will start with a community meeting on the first day and end with a second community meeting on the fifth day where the outcomes of the charrette will be presented. At the Charrette, the consultant team will work in short iterative feedback loops. Throughout the charrette, the public will have multiple formal and informal opportunities to engage with the consultant team, the Advisory Committee, and the five focus groups.

3.2 General Plan Update

Community dialogue at the Charrette will:

- A. Map areas of growth and conservation, pattern of development and urban form options, and areas of maintenance, renewal, and expansion;
- B. Create guiding principles;
- C. Identify issues, opportunities and constraints;
- D. Set priorities; and
- E. Prepare land use and circulation plan alternatives.

3.3 Mission Street Specific Plan Area Vision and Code Draft

The Mission Street Specific Plan area visioning effort will be led by Moule and Polyzoides. The zoning code update will be led by Rangwala Associates.

The approach to this task would be to create a holistic Vision for the study area that is larger than the various individual components. The consultant team will fulfill each and every single requirement as stated in the RFP. The Visioning exercise would foremost attempt to answer what Mission Street “could become.” What is its potential as an economic engine as well as a wonderful physical place? This Vision would be further defined by a range of components or individual projects related to policy, mobility, landscape, infill etc. This Vision and its components would become the scaffold for the implementation instruments and Code.

Most importantly, the foundations for the Vision will emerge from the community. The Visioning process will be a thoroughly transparent engagement with the community through a series of focus group meetings and a design charrette, wherein community members will work shoulder to shoulder with the consultant teams and the city officials towards reaching consensus on what this place might become.

During such workshops and charrette, the consultant would also engage in lecture and education sessions, intended to broaden and deepen the resident’s outlook on progressive urbanism. What makes a walkable street like Mission Street a “Complete Street?” How can residential density be dignified and introduced around station areas? What makes a vibrant downtown? We will delve into such questions from the consultant team’s first-hand experience and real lessons learned therein.

During and beyond the charrette, the consultant team will represent the various planning ideas through vivid graphics such as Illustrative Plans, Street Sections, various perspective renderings and/or before-after graphic montages that instantly help anyone understand the various physical transformations proposed. The consultant team’s approach to creating Specific Plan documents is graphic heavy, in that they complement clear text with beautifully drawn and detailed images.

A draft copy (55% complete) of the Mission Street Specific Plan code will be developed— this includes the coding framework and key areas of the code where client feedback is critical. Based on client feedback the remainder 45% will be developed at the next step. The code will include a zoning (regulating) map for the Mission Street Specific Plan area, with standards for street design and connectivity, building, frontage, and open space types, parking, signs, definitions, and streamlined development review process.

ARG will participate in a charrette to bring a historic preservation perspective to the process and will also provide a historic context statement to the Specific Plan. This statement will be tailored to this particular district by drawing on the work completed in the Citywide Historic Context Statement, incorporating what is known about the city’s commercial districts and buildings as a result of that effort.

In essence, within the budget allocated for this project, the consultant team’s experience will allow us to go above and beyond the RFP requirements, to create a comprehensive planning scenario for the economic, social and physical amelioration of Mission Street, and through a process that is open, deliberative and one that prioritizes community participation and empowerment above all else.

A well-crafted community vision backed with clear and precise standards is a huge incentive and extends an invitation to the development community to invest with confidence. The Mission Street Specific Plan area vision will be both physical and integrative:

- A. Physical in the sense of it being visible and describable (typically includes master plan drawing and renderings) ; and
- B. Integrative in the sense that it will include all dimensions of urban design, including open space, landscape, buildings, infrastructure, etc.

As a result, it will be possible to analyze this vision from every point of view, including open space, parking, traffic and transit linkage, and infrastructure. It is possible to cost this proposal and understand how it might be implemented through public and private sectors. Therefore, the physical master plan becomes essential to the vision, and the vision becomes the backbone of the zoning code.

3.4 Economic Development Element (Our Prosperous Community)

HR&A will formulate an Economic Development Element for the City's General Plan, by articulating an economic development vision, goals and a set of policy actions to achieve these goals. The economic development element will be informed by the market analysis, as well stakeholder input through the focus group interactions and community meetings. Finally, the economic development element will provide an overview of funding mechanisms for implementation. The element will provide a blueprint to guide the City's Economic Development objectives in a manner that is aligned with community aspirations and the market.

3.5 Mission Street Specific Plan Area Development Strategy

Building upon the market analysis, direction from focus group participants, and flowing from the long-range vision and goals set forth in the Economic Development Element, HR&A will formulate a Mission Street Specific Plan area development strategy. Market demand defines the scale of potential opportunities for the City, and not all of the opportunities may necessarily be aligned with the scale, intensity and character of development desired by the community. The Specific Plan Area strategy will filter and translate the market opportunities into a set of deliberate strategies aligned with community aspirations in terms of mix of uses, market orientation and development intensity. The strategy will identify a set of implementation steps that the City and stakeholders can act on in the near term (0-2 years), mid-term (5-7 years) and long term (7-15 years). The strategy will address a number of areas including but not limited to:

- A. Retail and business mix; market positioning; attraction and retention strategies;
- B. Key development sites/opportunities;
- C. Public realm improvements – priorities, timelines, and potential funding sources;
- D. Opportunities for public-private partnerships to catalyze development and attract and retain businesses; and
- E. Possible governance structures that could aid in sustained implementation.

3.6 Mobility and Parking Strategy (Our Accessible Community)

In this task, Nelson\Nygaard will build on the analysis of transportation conditions completed in Task 2.5 to develop General and Specific Plan goals, policies and actions focused on first/last mile access, complete streets, parking demand management, and pedestrian, bicycle and transit

improvements. This process will be collaborative, based on meetings and discussion with staff and stakeholders at the planned charrette and in other meetings. As previously stated, the recommendations will serve to support larger project and Community goals and priorities, and will be practical and implementable given funding and other constraints identified by staff. As part of this effort, the consultant team will also provide conceptual cost estimates.

In the area of parking demand management, recommendations will address staff-prioritized issues including:

- A. Potential formation of parking districts, including details of implementation.
- B. Evaluation of the parking density provisions and recommendation for revision or replacement.

3.7 Update Historic Preservation Element (Our Creative Community)

Several of the City's recent planning efforts will contribute to the changes in the Historic Preservation Element. First, the City adopted a new Historic Preservation Ordinance earlier in 2016, and second, the Historic Resources Survey Update will soon be completed by Historic Resources Group. ARG will review the existing Historic Preservation Element in light of these recently developed documents, ensuring that new information is incorporated and interpreted in the updated Element. With adoption of the Historic Preservation Ordinance, the focus of the Element may shift to more conceptual goals for the future of local preservation.

3.8 Infrastructure Adequacy and Integration

Look for opportunities to make integrative infrastructure improvements that solve multiple issues while costing less. For example, retrofitting to green Complete Streets may improve walkability, bikability and place-making while also solving drainage issues and MS4 compliance, and could also be integrated with the Capital Improvement Program (CIP) to align with sewer or water or pavement replacements.

3.9 Climate Change Adaptation Policies

Rangwala will carry out a vulnerability analysis per SB 379, assumed to be primarily drought/water supply and heat, and develop climate change adaptation policies, with assistance from Psomas. This effort would involve review of the 2011 Hazard Mitigation Plan (HMP), and drafting actionable policies to be added to the updated HMP and as a basis for the City to subsequently prepare a Climate Action Plan. This scope does not include an update to the City's HMP, which is being carried out separately by the Police and Fire Departments.

3.10 NOP & EIR Scoping Plan

Psomas will prepare the Notice of Preparation of an EIR (NOP), which will also include information about the Scoping Meeting for the Project. EIR scoping will consist of the preparation and distribution of a Notice of Preparation (NOP) of a Draft EIR, with one round of review/revision, and an EIR scoping meeting. The City will prepare the NOP mailing list in accordance with CEQA Guidelines Section 15082 and that the City will mail the NOP to all parties on the mailing list. Psomas will be available to review the list and provide comment on adequacy, if desired.

To streamline the CEQA process, no Initial Study will be prepared. Therefore, the NOP will indicate that each environmental issue in Appendix G of the CEQA Guidelines will be studied in the Draft EIR. The NOP will be circulated to applicable agencies and the community for a comment period of at least 30 days to solicit input on environmental issues of concern to be addressed in the EIR.

Psomas will co-facilitate an EIR scoping meeting with Rangwala and the City, to be held during the 30-day NOP period. The primary purpose of the scoping meeting will be to provide another avenue for agencies and the community to provide input on the EIR scope. The meeting will generally include an overview of the project and CEQA environmental review process, followed by a period in which attendees can provide comments. This task assumes that the City will arrange the date, time, and venue for the Scoping Meeting and will prepare and publish any additional notices required (above and beyond the NOP to be distributed by the City). Psomas will prepare the following: PowerPoint presentation related to the CEQA process and a sign-in sheet and comment cards. This task does not include recordation of the meeting or detailed notes on public commentary. Comment cards for public use will be provided at the scoping meeting, their use described during the presentation, and upon completion of the meeting the cards will be collected, scanned, and distributed to the EIR team for consideration.

Task 3 Deliverables

- A. List of Guiding Principles
- B. General Plan growth, land use, and circulation alternatives
- C. Charrette Summary Report for the Mission Street Specific Plan area
- D. General Plan Economic Development Element
- E. Mission Street Specific Plan Development Strategy
- F. Mobility Plan and Parking Strategy
- G. Draft Code (55% complete)
- H. Notice of Preparation; Notice of Completion
- I. Attendance/participation in scoping meeting and scoping meeting handouts

Task 3 Timeframe: Week 30 to Week 46

TASK 4 DRAFT GENERAL PLAN & MISSION STREET SPECIFIC PLAN

The preparation of a Draft General Plan will start after the Discovery stage of the project, beginning with an inventory of existing conditions and incorporate findings from outreach; interviews; meetings; and analysis of goals, issues, opportunities, and constraints conducted in other tasks.

4.1 1st Draft General Plan

The comprehensive and involved process of a focused General Plan update based on a renewed community vision could result in a combination of new and updated set of goals, policies, and actions to guide future decision-making in South Pasadena that truly reflect the planning objectives of the community. These policy directives would be organized by subject area in General Plan Chapters 1 through 8, which follow the organizational framework established earlier in the South Pasadena Vision.

The consultants, in collaboration with the advisory committee and focus groups, will prepare a draft of the following eight General Plan elements:

1. **Our Natural Community** — address how South Pasadena’s can thrive in balance with the communities natural ecosystems
2. **Our Prosperous Community** — address how South Pasadena can attract and retain high-wage and high value enterprises, and diversify and increase the local tax base.
3. **Our Well Planned and Designed Community** — this chapter will feature the preferred land use plan that directs new growth by reinvesting in key opportunity areas like the Mission Street Specific Plan, while protecting natural resources, respecting stable residential neighborhoods, and making great places by insisting on the highest standard in architecture, landscaping and urban design.
4. **Our Accessible Community** — will address transportation choices advocated by SB375 and AB 1358 by strengthening and balancing pedestrian, bike, and transit connections in the City and surrounding region.
5. **Our Resilient Community** —This step would address AB 32, SB 375, and SB 379 in a holistic manner through stronger links between land use and transportation with high performance infrastructure.
6. **Our Healthy and Safe Community** — will build effective partnerships that protect and improve the social well being and security.
7. **Our Active Community** — will address parks and open spaces to provide enriching recreational options for the entire community.
8. **Our Creative Community** — weaves arts, cultural events, community programs into everyday life.

Each topic will be introduced with an overarching goal that carries forward the vision, a description of issues needing resolution and methods for remedying them, and finally measurable policies and actions to achieve those solutions. The General Plan will include a summary of actions, along with responsible party for implementing each action and timeframe for completion.

4.2 Draft Mission Street Specific Plan (& Code)

The consultant team will then take the charrette summary report and create a document that summarizes the vision plan for the area. A final report will include separate sections on the key ingredients of the final vision; an Illustrative Plan that indicates the intensity and form of the long term development of the Mission Street Specific Plan; a Regulating Plan that distributes development intensities and standards throughout; and separate sections on Open Space, Landscape, Infrastructure and Traffic/ Parking objectives, form and standards for incrementally realizing the vision over the time frame of the project.

The consultant will also establish a detailed regulatory code that will incorporate a regulating plan, building-form standards, public space and street standards, and parking location and management standards to enable the successful implementation of the Mission Street Specific Plan area’s vision.

Task 4 Deliverables

- A. Draft General Plan Elements,

B. Draft Mission Street Specific Plan and Code.

Task 4 Timeframe: Week 47 to Week 67

TASK 5 REVIEW, REFINE, AND ASSESS

5.1 Prepare 2nd Draft of General Plan, Mission Street Specific Plan & Code

The consultant will prepare screen-check drafts of each element for review by City staff, Advisory Committee and Focus Groups. The City will distribute the elements internally for review and will provide the consulting team with a single set of consolidated comments.

5.2 Prepare Public Review Draft of General Plan, Mission Street Specific Plan & Code

From these comments, the consulting team will then prepare a Draft General Plan, Mission Street Specific Plan and Code suitable for public review. After the Draft documents have been distributed for public review, the consultant team will process and track changes in Microsoft Word.

5.3 Prepare Administrative Draft EIR

The EIR will be a programmatic document that focuses on the citywide impacts associated with development envisioned under the General Plan, Mission Street Specific Plan, and Code. At the same time, the EIR will serve as a first tier environmental review document that facilitates streamlined review of future developments that are consistent with the General Plan, Mission Street Specific Plan, and Code. To that end, the EIR will provide analysis of anticipated growth throughout the City and all goals and policies for each threshold in the CEQA environmental checklist and provide feasible mitigation measures, where needed, to provide a foundation for future tiered environmental documents for individual development projects in the City. The EIR will address each issue on the CEQA environmental checklist to provide a foundation for future tiered environmental documents for individual development projects in the City. Studying all checklist issues will also allow the City to forego the preparation of an Initial Study, thereby streamlining the EIR scoping process. It is assumed the CEQA process, and associated Psomas project management activities, will extend over a 12-month period; a total of 34 hours of professional staff time has been allocated to ensure efficient and timely management of the CEQA process.

Psomas will first prepare a draft Project Description based on the Public Review Drafts of the General Plan, MSSP, and code updates, to be submitted to the City and Rangwala for one round of review. The scope of work assumes there will be no substantive changes to the Project Description once approved for use in the EIR.

A key consideration for the EIR analysis will be the approach to forecasting growth. Given that South Pasadena is built out, the consultant team will forecast growth based on SCAG or other similar growth projections and make a set of reasonable assumptions about where such growth will occur. This will provide a more realistic picture of likely environmental impacts and enable the project team to develop appropriate mitigation strategies.

The City will provide information regarding public services from City departments; existing utility infrastructure; available water supplies; and solid waste generation quantities and diversion techniques for use in the EIR. It is assumed that the City's recently prepared Urban Water Management Plan includes the expected growth through the General Plan Update horizon and ade-

quately anticipates future demands. Psomas will prepare a biological resources analysis, including: a literature review, aerial photography analysis, and assessment of resources in the EIR. This scope does not include field surveys or focused surveys for special status plant or wildlife species or a jurisdictional delineation.

The EIR will provide a qualitative assessment of up to two development alternatives plus No Project Alternatives based on the requirements of CEQA and discussions with City staff.

5.4 Technical Studies

Traffic Studies

In support of the environmental effort, Nelson\Nygaard will conduct a traffic study. This study will project no-build and with-project vehicular level of service at a limited number of intersections (10 to 12) to be identified in collaboration with staff, and based on proposed changes to 1) land use, and 2) roadway configurations. The analysis will be based on Synchro modeling, and will conform to existing City and Los Angeles County guidelines for methodology and significance.

Recently, Nelson\Nygaard has begun helping California municipalities (including the major cities of Oakland and San Jose) adapt to Senate Bill 743, the CEQA reform legislation that will eventually require changes to significance criteria for traffic impacts. SB 743 prohibits continued use of LOS, and requires the Office of Planning and Research (OPR) to develop replacement criteria. OPR's recently released draft guidelines recommend use of vehicle miles traveled, or VMT. As part of the traffic study, we will conduct analysis of VMT impacts alongside LOS, helping to position the City for future transition. Nelson\Nygaard will also factor in potential increases in Gold Line service and "gates down" time at at-grade intersections as planned by Metro. The traffic study will be City-approved prior to its use as part of the Air Quality/Greenhouse Gas Emissions and Noise technical studies described below.

Air Quality/Greenhouse Gas Emissions Analysis

Urban Crossroads will prepare an analysis of air quality pollutant and greenhouse gas (GHG) emissions consistent with State requirements to provide background and supporting information for the General Plan and MSSP updates and for use in the Program EIR. Urban Crossroads will evaluate existing conditions in the City area, including gathering background air quality data, local wind patterns, and regulatory setting; qualitatively address construction related criteria pollutant emissions; and will calculate the Project's operational criteria pollutant regional (mass) emissions based on proposed land use and trip general projections using the California Emissions Estimator Model (CalEEMod). Up to two operational modeling scenarios are assumed, which may include an existing condition and future year scenarios. The air quality analysis will also include a screening-level carbon monoxide (CO) Hot Spot assessment of future conditions at key intersections. The existing and proposed land uses pursuant to the General Plan and MSSP updates will be reviewed and major pollutant sources and relative location to sensitive land uses will be identified. As part of this effort, a qualitative assessment on potential risks from toxic air contaminants (TACs) will be provided.

Information available from the SCAQMD or CARB will be utilized to provide recommendations on land use compatibility and appropriate buffer distances between sources of major pollution and relative location to sensitive land uses. Finally, the analysis will include an evaluation of

Project conformity with the Air Quality Management Plan for the South Coast Air Basin. A draft air quality/GHG emissions report will be prepared that will address the potential impacts associated with the updates; if potential significant impacts are identified, appropriate mitigation measures will be recommended. The Scope of Work includes one round of review and revision of the air quality/GHG emissions report.

Cultural Resources Analysis:

ARG will complete a records search to determine the location and nature of previously recorded historic and archaeological resources known to exist in the project area. The records will be obtained through the South Central Coastal Information Center at Cal State Fullerton. ARG will also request a paleontological records search and literature review for the project area, including a half-mile radius buffer, from a qualified Paleontologist at the Natural History Museum of Los Angeles County's Vertebrate Paleontology Section.

The Project would be subject to Native American consultation pursuant to Assembly Bill (AB) 52 (July 2015) and Senate Bill (SB) 18 (California Government Code, Section 65352.3). Native American scoping under the consultation requirements of AB 52 consisting of a request to the California Native American Heritage Commission (NAHC) for a review of its Sacred Lands File and to obtain a list of Native American contacts for the Project area would be conducted. Alternatively, if the City has an AB 52 contacts list in place, it will be used and the NAHC request will not be needed. Listed contacts will be offered, via letter, the opportunity to consult on the project. Actual consultation must be undertaken between governments.

Pursuant to Senate Bill 18, the local government should consult with California Native American tribes identified by the NAHC for the purpose of protecting and/or mitigating impacts to cultural places. ARG will prepare the NAHC consultation letters for City signature and will follow up on any inquiry or concern related to the Project. This Scope of Work assumes that there will not be any significant concerns raised by tribes related to this project. The results of this coordination process will be summarized in the EIR.

In support of the Program EIR, a Cultural Resources section will be prepared based on the results of the records searches and NAHC consultation as described above. The section will describe: (1) the natural and cultural resources settings; (2) a review of previous research conducted in the vicinity; (3) a review of known cultural and paleontological resources in the vicinity; (4) a review of the methods used to identify cultural and paleontological resources in the vicinity of the Project; (5) potential impacts from any proposed land use changes and implementation of proposed goals and policies; and (6) recommended mitigation measures to reduce identified impacts to less than significant levels.

Noise Analysis

Urban Crossroads will prepare a noise study to provide background and supporting information for the General Plan and MSSP updates and for use in the Program EIR. Urban Crossroads will identify noise sensitive uses as well as the source and location of potential noise generators, collect ambient noise level measurements at up to six locations and 24-hour noise level measurements at up to ten locations to quantify the existing noise environment, and collect up to eight reference noise level measurements to predict the Project-related impacts. Based on input from the Project team, an existing noise prediction model and existing 75, 70, 65, and 60 Community Noise Equivalent Level (CNEL) noise contour boundaries will be developed. To analyze noise

related to implementation of the General Plan and MSSP updates, Urban Crossroads will use the noise prediction model to estimate future noise contours for up to 40 roadway segments/noise receiver locations and up to 3 alternatives; identify any major stationary noise sources and determine potential noise impacts; and assess the results of the future noise levels based on the applicable federal, State, and City criteria. A draft noise study report will be prepared that will address the potential impacts associated with the updates; if potential significant impacts are identified, appropriate mitigation measures will be recommended. The Scope of Work includes one round of review and revision of the noise study.

5.5 Joint Meeting with Planning Commission and City Council

The consultant will attend a joint meeting with the Planning Commission and City Council to review the draft General Plan, draft Mission Street Specific Plan and Code, and draft EIR.

5.6 Respond to Review Comments/Produce and Circulate Draft EIR

Upon receipt of City comments on the Administrative Draft EIR, Psomas will incorporate comments and revise as appropriate. Psomas will then submit an Approval Draft EIR for final review to confirm that all comments have been appropriately incorporated and for approval to print; it is assumed that revisions will be minimal and editorial. Psomas will then provide the City with a camera-ready, electronic copy of the Draft EIR and all technical appendices for public review for a minimum of 45 days. The City will be responsible for reproducing any hardcopies and circulating the Draft EIR, as well as filing the notice of the Draft EIR's availability; however, Psomas staff will prepare the required notices (notice of completion, notice of availability) for the City's use.

5.7 Response to Comments/Final EIR

Upon receipt of comments on the Draft EIR, Psomas will prepare written draft responses to each comment utilizing up to 50 hours of professional staff time. As required by CEQA, the responses will include reasoned analysis. As appropriate, the responses will include revised and augmented text to address the comments received.

Upon receipt of City comments on the draft document, Psomas will prepare the final responses to comments for City approval to print utilizing up to a total of 24 hours of professional staff time; the final document will be provided for use at hearings at which the General Plan will be considered. This document, in combination with the Draft EIR and MMRP, will constitute the Final EIR. It is assumed that the City will mail out the responses to each agency that provided comments on the EIR at least ten calendar days prior to any public hearings on the Project.

5.8 Mitigation, Monitoring, and Reporting Program

In conjunction with the Final EIR, Psomas will prepare a mitigation monitoring and reporting program (MMRP), which will describe how the City will ensure implementation of mitigation measures included in the Final EIR. The MMRP will be in a tabular format and, for each mitigation measure, will detail what monitoring actions are required, when monitoring is to occur, and who is responsible for monitoring. At the City's preference, the MMRP can be an appendix to the Final EIR or a stand-alone document.

Task 5 Deliverables:

- A. Screencheck drafts of General Plan Elements, Mission Street Specific Plan and Code, and EIR.

- B. Draft and Revised Project Description (Word and PDF)
- C. Draft and Final Traffic Study
- D. Draft and Final Air Quality/Greenhouse Gas Emissions Report
- E. Draft and Final Noise Report
- F. Draft and Final Cultural Resources Analysis
- G. Administrative Draft EIR (Word and PDF)
- H. Attendance at Planning Commission/City Council joint study session.
- I. Approval Draft EIR (Word and PDF) and Public Review Draft EIR (bookmarked PDF), Notice of Availability, Notice of Completion
- J. Draft and Final Response to Comments and MMRP (bookmarked PDF)

Task 5 Timeframe: Week 68 to Week 88

TASK 6 ADOPTION

6.1 Participate in public hearings

The overall project manager and project manager from Psomas will participate in all formal adoption hearings before the Planning Commission and City Council concerning General Plan, Mission Street Specific Plan and Code, and Draft EIR. The proposal includes total of 4 hearings. Additional hearings will be billed at \$3,500 per hearing. Other members of the consulting team will be available to attend portions of the public hearings, if necessary.

6.2 Prepare Findings of Fact, Prepare Notice of Determination

Psomas will prepare the Findings of Fact for each significant effect identified in the EIR, and, if necessary, Statement of Overriding Considerations. The City (and/or its Counsel) will provide guidance on its justifications for the Statement of Overriding Considerations for each significant impact. Psomas will submit the draft document for review and one round of revision. Psomas will prepare the Notice of Determination for the City to file within five business days of a decision on the project. No filing fees are included within this task.

Task 6 Deliverables

- A. Attendance at total 4 public hearings: up to 2 Planning Commission and up to 2 City Council hearings.
- B. Preparation of draft and final Findings of Fact, and a Statement of Overriding Considerations if necessary (bookmarked PDF). There will be one round of review prior to finalizing these documents.
- C. Preparation of the Notice of Determination for City filing.

7 PRINTING OF FINAL GENERAL PLAN, MISSION STREET SPECIFIC AND CODE

Task 7 Deliverables

- A. Attendance at total 4 public hearings: up to 2 Planning Commission and up to 2 City Council hearings.
- B. One (1) electronic copy of all documents
- C. One (1) copy of Adopted General Plan and the Mission Street Specific Plan and Code

D. Editable GIS datasets: Contains both datum on the place and people within the City of South Pasadena community description and traits, demographics, socio-economics, public facilities, environmental concerns, and urban form.

1. A dataset for each of the elements listed in the scope of work (Land Use, Circulation, Conservation, Open Space, Safety, and Noise),
2. A dataset for the relevant information regarding the unique conditions within the Mission Street Specific area. The sources, description, and layers will be provided in electronic to the City as they requested.
3. Editable AI and ID files for the project

Task 7 Timeframe: Week 89 to Week 104

EXHIBIT B

APPROVED FEE SCHEDULE

Task	Description	Fee
Task 1	Planning & Coordination	
	1.1: Kick-Off Meeting	\$3,200
	1.2: Joint PC/CC Meeting	\$800
	1.3 Monthly Status Meeting w/ Staff	\$4,800
	1.4 Project Website	\$7,000
	1.5 Civic Engagement	
	1.51 Online Engagement	\$4,800
	1.52 Project Tour	\$800
	1.53 Infographics	\$4,800
	1.54 Public Survey	\$8,000
	1.55 Focus Group Meetings	\$18,430
	1.56 Pop-Up Workshops	\$800
	1.57 Book-a-Planner	\$1,600
	1.58 Speaker Series	\$4,200
	Total Task 1	\$59,230
Task 2	Discovery	
	2.1 Urban Form Profile	\$6,000
	2.2 People Profile	\$7,200
	2.3 Interviews	\$4,800
	2.4 Place Profile	\$11,370
	2.5 Mobility & Parking Profile	\$31,040
	2.6 Infrastructure Profile	\$1,800
	2.7 Market Assessment	\$32,975
	Total Task 2	\$95,185
Task 3	Visioning	
	3.1 Charrette	\$40,725
	3.2 General Plan Update	\$7,200
	3.3 MSSP Vision & Code	\$18,000
	3.4 Economic Development Element	\$15,690
	3.5 MSSP Area Development Strategy	\$21,040
	3.6 Mobility & Parking Strategy	\$20,880
	3.7 Historic Preservation Element	\$800
	3.8 Infrastructure Adequacy	\$2,000
	3.9 Climate Change Policies	\$4,135
	3.10 Notice of Preparation & EIR Scoping Plan	\$5,560
	Total Task 3	\$136,030

Task 4	Draft General Plan & MSSP	
	4.1 First Draft General Plan	\$60,970
	4.2 First Draft MSSP & Code	\$42,780
	Total Task 4	\$103,750
Task 5	Review, Refine, and Assess	
	5.1 Administrative Draft of General Plan	\$13,200
	5.2 Administrative Draft of MSSP	\$9,325
	5.3 Administrative Draft EIR	\$68,800
	5.4 Technical Studies	\$36,910
	5.5 Joint PC/CC Meeting	\$800
	5.6 Public Draft EIR	\$11,250
	5.7 Final EIR	\$11,120
	5.8 Mitigation Monitoring and Reporting Program	\$600
	Total Task 5	\$152,005
Task 6	Adoption	
	6.1 Public Hearings	\$9,440
	6.2 Findings of Fact, Statement of Overriding Considerations, NOD	\$4,600
	Task 6 Total	\$17,940
Task 7	Final General Plan & MSSP	\$3,900
	Grand Total – General Plan/MSSP Update	\$564,140

HOURLY BILLING RATES

RANGWALA ASSOCIATES

Kaizer Rangwala \$200

NELSON NYGAARD

Paul Moore \$270

Steve Boland \$160

Lauren Mattern \$160

Peter Costa \$170

Michael Riebe \$145

Rogelio Pardo \$ 95

PSOMAS

Kristin Starbird \$195

Jillian Neary \$120

Support Staff \$ 90

URBAN CROSSROADS

Haseeb Quereshi/Bill Lawson	\$185
Jessica Wang/Alex Wolfe	\$ 65

HR&A

Amitabh Barthakur	\$315
Judith Taylor	\$290
Michael Shilstone	\$100

MOULE & POLYZOIDES

Stefanos Polyzoides	\$275
Vinayak Bharne	\$175
Madison Patrizi	\$100

CRABTREE

Paul Crabtree	\$200
---------------	-------

ARCHITECTURAL RESOURCES GROUP

Jennifer Trotoux	\$145
Andrew Goodrich	\$125

NEIGHBORLAND

Dan Parham	\$150
------------	-------

ATTACHMENT 4
First Amendment – Rangwala Associates

FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT TO THE AGREEMENT ("First Amendment") is made as of this 16th day of May, 2018 by and between the CITY OF SOUTH PASADENA ("City") and Rangwala Associates ("Consultant").

RECITALS

WHEREAS, on or about November 16, 2016, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Consultant to update the City's General Plan and Mission Street (now Downtown) Specific Plan Update ("Project"), and to provide an Environmental Impact Report ("EIR") for this project; and

WHEREAS, the Agreement was for an initial amount of \$564,140; and

WHEREAS, requests have been made to provide for a 60-day review period for the Draft EIR as opposed to a 45-day review period provided for in the original scope of work ; and

WHEREAS, additional outreach is necessary to successfully complete the Project; and


NOW THEREFORE, City and Consultant agree as follows:

- a) **CONSULTANT SERVICES.** The Agreement is hereby amended to add an additional Scope of Services which is attached hereto as "Exhibit A-1."
- b) **TERM OF AGREEMENT.** The Agreement is hereby amended to extend the term of the Agreement to June 30, 2019 in order to complete the additional Scope of Services which is attached as Exhibit A-1.
- c) **PAYMENT FOR SERVICES.** The Agreement is hereby amended to add an additional not-to-exceed amount of nineteen thousand three hundred (\$19,300) dollars, as set forth in "Exhibit A-1" for the additional Scope of Services.
- d) **REMAINING PROVISIONS OF AGREEMENT.** All other terms, conditions, and provisions of the Agreement, to the extent not modified with this First Amendment, shall remain in full force and effect.

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

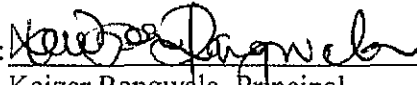
Dated: 05/16/2018

“CITY”

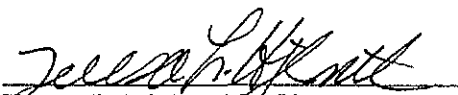
By: 
Stephanie DeWolfe, City Manager

Dated: June 8, 2018

“CONSULTANT”

By: 
Kaizer Rangwala, Principal

APPROVED AS TO FORM:


Teresa L. Highsmith, City Attorney

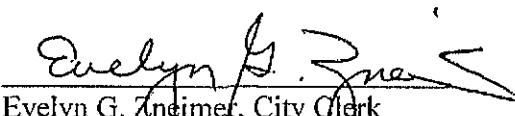

Evelyn G. Zimer, City Clerk

EXHIBIT A-1

AMENDED SCOPE OF WORK AND FEE SCHEDULE

TASK 5.9. ADDITIONAL OUTREACH	Cost
Conduct seven (7) additional outreach events, including but not limited to joint City Council/Planning Commission meeting, CORE group meeting, and briefings, including research and production of supporting graphics.	\$19,300
TOTAL	\$19,300



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tri County Insurance Services 19720 Ventura Blvd Suite G Woodland Hills CA 91364-6315		CONTACT NAME: Brianna Meister PHONE (A/C No. Ext): (818) 883-1313 FAX (A/C No.): (818) 346-3022 E-MAIL ADDRESS: bmeister@tcinsur.com	
INSURED Rangwala Assoc 6325 Jackie Ave Woodland Hills CA 91367		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd	NAIC # 11000
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: PROOF OF COVERAGE REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			72SBMAQ1188	6/22/2018	6/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PROOF OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Loida Mendoza/VIDA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CorRisk Solutions 1 Huntington Quadrangle Suite 4N20 Melville, NY 11747	CONTACT NAME	Tracey Donohue	
	PHONE (A/C, IN, EXT)	631-756-3000	FAX (A/C, IN, EXT) 631-756-2500
	EMAIL ADDRESS	traceyd@corrisksolutions.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
INSURED Rangwala Associates 23417 Schoolcraft Ave. West Hills, CA 91307	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION S			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064989913-02	08/18/17	08/18/18	Per Occurrence: \$1,000,000 Annual Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of South Pasadena Attn: David Watkins Planning & Building Department South Pasadena City Hall 1414 Mission St. South Pasadena, CA 91030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



City Council Agenda Report

ITEM NO. 33

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *SD*

PREPARED BY: Karen Aceves, Principal Management Analyst *KA*

SUBJECT: **Approval of Fiscal Year 2019-20 Objectives for 2018-2023 Strategic Plan**

Recommendation Action

It is recommended that the City Council approve the 2018-2023 Strategic Plan (Plan) Fiscal Year (FY) 2019-20 Objectives.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Community Outreach

On March 1, 2019, the City of South Pasadena (City) held a Strategic Planning Session at the Garfield Reservoir Building to evaluate the challenges and opportunities facing the City and to update the Strategic Objectives for FY 2019-2020 through the Strategic Planning Process. City staff facilitated the session, which included City Councilmembers and Management employees representing all City Departments. The meeting was open to the public.

Executive Summary

The goal of the Strategic Plan is to ensure maximum alignment between City resources and activities, City Council's policy direction, community interests, and customer service expectations. The Strategic Plan is also intended to guide the City in successfully advancing its priorities over the next five years in a sustainable manner.

Background

On June 20, 2018, the City Council Adopted the FY 2018-2023 Strategic Plan. The Plan identified citywide objectives and strategic initiatives needed to support the Strategic Goals. Although the goals of the Plan are intended to be long-term (through 2023), the strategies expressed in the objectives and initiatives are intended to be accomplished within the FY and updated on annual basis. Staff presents a quarterly report to City Council identifying the status of projects on the current Plan. City staff is on track to complete 90% of the Plan objectives for FY 2018-2019.

Discussion/Analysis

The Strategic Plan provides a comprehensive framework that ensures priorities set by City Council are clear to all employees, goals are laid out that respond to priorities, and objectives are achieved that meet the goals. The Strategic Plan centers around six core goals:

- Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.
- Create and Implement a Strong Economic Development Strategy to Strengthen the Local Business Districts.
- Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.
- Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.
- Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.
- Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

The goals are broad statements of citywide aspirations in delivering services to the community; they are both quantitative and qualitative in nature. The Plan identifies strategies and initiatives to support the core goals. Implementation of these strategies and initiatives is the way in which a shared vision of a vibrant and sustainable quality of life for South Pasadena residents and stakeholders is sustained and improved.

Minimum Wage

On several occasions, members of the community have requested that the City Council consider enactment a local minimum wage. During the March 1 Strategic Plan retreat, this item was considered for inclusion in the FY2019-20 Strategic Plan. Following discussion, it was lacking sufficient support to add it to the draft Plan and thus was not included in the document. However, during the March 20 City Council meeting, Councilman Schneider requested that the Council again consider adding it to the work program for the new fiscal year. Councilman Cacciotti seconded the motion to discuss adding it to the Plan when presented for City Council approval on April 17.

The Strategic Plan, as drafted from the March 1 retreat (attached), maximizes the use of staff time for priority projects. It does not include capacity for the addition of another complex policy issue requiring considerable staff research, analysis, and reports, including a robust community engagement program, as would be required for the minimum wage issue. Should the Council vote to add this item to the Strategic Plan another issue of similar complexity would need to be removed from the plan to free up the appropriate staff resources. Those items could include work on revenue enhancement strategies, economic development, affordable housing initiatives, or seismic safety.

In the new fiscal year, Staff will be heavily focused on revenue enhancement strategies including a proposed sales tax measure for November and maximizing the use of the Arroyo Seco golf

facilities and City Hall site. Depending on the outcome of the community survey, additional items may be under consideration. The economic development plan is anticipated to include branding/marketing programs, business attraction and retention initiatives, and improvements to business districts. These tasks have been identified as priorities to support the economic stability of the city. Affordable housing initiatives, including tenant protections, and ordinances to revise ADU standards and create inclusionary housing standards, are critical as they respond to State mandates; failure to accomplish progress on housing could result in significant penalties to the City. Development of a soft story inventory and ordinance is also of critical importance to public safety. This item was already pushed from the current year into next year in order to free up staff time to work on the affordable housing initiatives. Delaying it further allows the risk of catastrophic seismic damage to these buildings to continue that much longer.

Staff does not recommend the removal of any of these item from the FY2019-20 work program as they are all critical to the future safety and sustainability of the city. Alternatively, the Council could allocate funding for a consultant to prepare the appropriate research and analysis and to conduct community outreach on minimum wage. Costs for this work are unknown and would be defined through a request for proposals process.

Next Steps

1. Once approved, staff will communicate the goals to the community and post them on the City's website and E-Neighbor Newsletter.
2. Staff will provide quarterly progress reports to the City Council.
3. Prior to the adoption of the next fiscal year budget, Council will have an opportunity to review and update the Strategic Plan.

Background

Strategic Planning sessions are typically held prior to the update of the City's annual budget so that the City's budget reflects priorities identified in the Strategic Plan. The City Council last adopted a five-year Strategic Plan in 2013.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The goals and objectives have been reflected in the FY 2019-20 Budget and incorporated in Department work plans. Financial impacts associated with the implementation of the Strategic Objectives will be agendized for Council action whenever required.

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: Strategic Plan Matrix

1. Develop and implement strong fiscal policies to ensure a resilient financial future

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
1-A	Present recommendation for ballot initiative for sales tax increase	A sales tax increase would provide the city with significant revenue to aid with closing the projected budget gap.	Finance, City Clerk	1
1-B	Engage architect to prepare concepts for new City Hall to allow redevelopment of city property through public private partnership	Allowing the development of the current city hall site could generate significant revenue to the city and produce a new environmentally and functionally superior City Hall at no or low cost on other city-owned property.	Planning	2
1-C	Issue RFP for redevelopment and/or new mangement models of the Arroyo Seco golf course facilities	New management strategies could result in significant improvements to the recreational amenities offered to residents and a new revenue stream to the city.	Community Services, Planning, Public Works	3
1-D	Complete study of hospitality opportunities	The development of a boutique hotel could generate significant revenue to the city while adding local hospitality amenities desired by residents.	Planning	4
1-E	Complete indirect cost allocation plan	Accurate accounting of indirect costs could increae reimbursement for staff time through grants and special funds	Finance	4

33-4

2. Create a strong economic development strategy to strengthen local business districts

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
2-A	Launch branding and marketing plan	Appropriate branding and marketing will improve the ability to attract and retain desirable businesses.	Management Services	1
2-B	Implement comprehensive parking strategy	Ease of parking is a critical factor in supporting a thriving business district; a parking management plan will guide strategies to make parking more accessible to business patrons.	Planning	2
2-C	Research and recommend permit tracking software and funding strategy	A parcel-based database serves as the framework for tracking land use activity and facilitates online customer service in accordance with current	Planning	3
2-D	Complete a promotional video of the City	As part of a larger marketing strategy, The City would benefit from a short promotional video showcasing local amenities.	Management Services	4
2-E	Produce a permit application guide	A guide would streamline the land use application process and improve customer service.	Planning	4

3. Develop a comprehensive emergency preparedness plan to ensure public safety through active response and recovery efforts.

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
3-A	Research and recommend dispatch/records management software and funding strategy	A new software system is required for mandatory compliance with FBI standards.	Police	1
3-B	Initiate process to inventory soft story buildings with seismic vulnerability and prepare retrofit regulations	Soft story buildings present a higher risk of seismic vulnerability and may be regulated by local governments to reduce future impacts to life safety.	Planning	2
3-C	Research and recommend updated crisis communication systems and funding strategy	Crisis communication is a core function during critical incidents; the City must update and/or replace current systems to ensure maximum effectiveness in the event of an emergency.	Fire, Management Services	3
3-D	Train graduating high school class on "Hands On CPR"	Training high school seniors in CPR not only increases the number of residents trained to aid in critical incidents, it engages a younger population that has not traditionally participated.	Fire	4
3-E	Prepare needs analysis and implementation schedule for engagement of supplemental community resources during emergencies	The City does not have sufficient staffing to maintain necessary operations during critical incidents over an extended period of time; local resources can be identified in advance and contracted to respond under emergency	Fire	4

4. Enhance community sustainability through investment in infrastructure and environmental management programs

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
4-A	Develop a vector control outreach program in concert with the Animal Commission regarding the dangers of non-native mosquitoes	An influx of non-native mosquitoes is presenting a growing public health issue that requires residents to be vigilant about reducing breeding grounds; public outreach is necessary to inform residents of their role in controlling the	Public Works	1
4-B	Develop an integrated water resources plan	A water resource plan will create long range strategies for the functional and financial challenges of aging infrastructure, operational and supply sources, and drought tolerance.	Public Works	2
4-C	Complete the Climate Action Plan and an action plan for implementation of environmental sustainability initiatives	A climate action plan will provide the umbrella under which a citywide environmental sustainability plan will be developed, including specific action strategies.	Public Works	3
4-D	Finalize plans and begin construction of the Berkshire pocket park	The City was able to purchase land from Caltrans at a reduced price specifically for the purpose of developing neighborhood parks; parks funds are available for completion of the Berkshire park.	Community Services, Public Works	4
4-E	Assemble technical support in anticipation of beginning design and construction of the TDM/TSM traffic alternative	Metro dollars are anticipated to be forthcoming in the first or second quarter and the City will need to assemble the appropriate technical support to manage the project.	Public Works	4

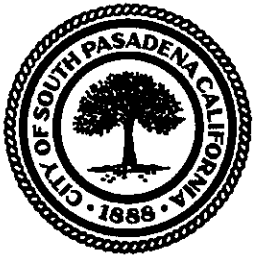
5. Plan for affordable housing to comply with state mandates and respond to community needs

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
5-A	Bring forward consultant recommendations for the facilitation of affordable housing at Caltrans properties	A priority for the city is to identify affordable housing opportunities through the sale of the Caltrans properties; a consultant with affordable housing expertise is preparing focused recommendations for the City to facilitate that process.	Planning	1
5-B	Present revised ADU ordinance for adoption	The City's current ADU ordinance does not allow sufficient flexibility for the development of these potentially affordable units; following a community outreach program, recommendations will be brought forward for appropriate	Planning	2
5-C	Present occupancy inspection ordinance for adoption	The City is pursuing new regulations to ensure quality of living standards in rental housing.	Planning	3
5-D	Present inclusionary housing ordinance for adoption	As a tool to facilitate affordable housing and meet state housing mandates.	Planning	4
5-E	Present tenant relocation ordinance for adoption	The City is pursuing new regulations to provide residential tenants with relocation assistance under specific circumstances.	Planning	4

6. Enhance customer service through innovation to more effectively respond to community priorities

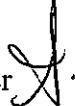

	<i>Objective</i>	<i>Importance</i>	<i>Department</i>	<i>Quarter</i>
6-A	Implement MobileCirc to allow library card distribution at off site events	This web-based tool will allow library cards to be created, materials to be checked out at off-site locations including community events.	Library	1
6-B	Adopt a Neighborhood Traffic Management Policy (NTMP)	An NTMP would provide for a systematic method of evaluating and funding neighborhood traffic calming measures.	Public Works	2
6-C	Introduce an integrated credit card system through the city	This system would allow the City to reduce cash acceptance points and thereby liability. It would also improve customer service by allowing credit cards at off-site locations such as community events.	Finance	3
6-D	Research and recommend software for a customer care app and funding strategy	Web-based customer care app would streamline the process of submitting issues to the city. Would facilitate better tracking and more timely follow up, and would improve communications with residents through automation.	Management Services	4

This page intentionally left blank.



City Council Agenda Report

ITEM NO. 34

DATE: April 17, 2019
FROM: Stephanie DeWolfe, City Manager 
PREPARED BY: Karen Aceves, Principal Management Analyst 
SUBJECT: Receive and File 2018-19 Strategic Plan Third Quarter Update

Recommendation

It is recommended that the City Council receive and file the third quarter update of the Fiscal Year (FY) 2018-19 Objectives.

Discussion/Analysis

The Strategic Plan was developed through a collaborative process including Council members, leadership staff, and the community in the spring of 2018. It identifies six broad goals:

- Develop and Implement Strong Fiscal Policies to Ensure a Resilient Financial Future.
- Create and Implement a Strong Economic Development Strategy to Strengthen the Local Business Districts.
- Develop a Comprehensive Emergency Preparedness Plan to Ensure Public Safety through Active Response and Recovery Efforts.
- Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs.
- Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.
- Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Each goal is followed by multiple action items. Staff reports on the status of the action items each quarter.

Third Quarter Accomplishments

The third quarter report provides updates from January through March 2019. There were eight objectives completed or underway in the third quarter including:

1. Create and implement a resilient financial plan to include analysis of future costs and revenue sources.
 - *Status:* In Progress; On March 6, 2019 staff kicked off a month of budget outreach to present the Long Range Sustainability Plan which detailed future costs and ideas to increase revenue. Final recommendations for the plan will be presented to council as part of the FY 2019-20 budget.

2. Evaluate opportunities for investment in City properties and enhanced land use.
 - *Status:* In Progress; Staff has engaged interested investors to evaluate market feasibility. Initial responses indicate strong potential for future partnership. Staff will now engage technical consultants to refine potential opportunities.
3. Develop an IT Business plan to better manage technology investment across the organization to support innovation and customer service.
 - *Status:* In Progress; Staff conducted an RFP and has selected Interwest Consulting to develop an IT business plan. A kickoff meeting was held and the project is scheduled to be completed during the fourth quarter.
4. Introduce a pilot “Library of Things” to support a sharing, more green economy.
 - *Status:* In Progress; Staff has surveyed the community and conducted public outreach to determine which items to purchase as part of the pilot program. Residents will be able to check out items selected beginning May 1, 2019.
5. Create a comprehensive Economic Development Plan to support the local economy and enhance opportunities for live, work and play.
 - *Status:* In Progress; Community workshops have been completed. Staff will present a draft plan in the fourth quarter.
6. Create a comprehensive communication plan for public outreach and engagement.
 - *Status:* In Progress; The plan is currently in development. Delivery of the final plan was delayed from the third quarter due to the extensive community outreach conducted in Q3 on the City's long-term financial forecast.
7. Finalize agreement with Metro to utilize Measure R funds to implement SR-110 Hookramp project.
 - *Status:* In Progress; Staff has had several meetings with Caltrans and METRO regarding the project. The agreement is being finalized and is scheduled to be executed in Q1 of FY 2019-20 Strategic Plan.
8. Present revenue enhancement opportunities for the golf course by assessing potential for facility improvements and events.
 - *Status:* Staff has met with investors to discuss potential upgrades and uses of the facility. Initial responses have been favorable. Staff will now issue an RFP to evaluate potential uses and present recommendation to Council.

In addition, one items scheduled for Quarter 4 has been completed and moved up to Quarter 3:

1. Establish a Library Foundation to address major goals articulated in the Library Operations Study.

- *Status:* Complete; Instead of a Library Foundation, the Library Board of Trustees and the Friends of the Library have agreed on the formation of the 21st Century Committee for the Library to be the fundraising group for many major Library unfunded projects. The Committee will operate under the nonprofit organizational structure of the Friends. The membership and guidelines are still being worked out and a Staff Report will be presented at the City Council meeting on May 1, 2019 with a list of potential library projects to be targeted.

Quarter 3 Priority Changes

New schedule priority is being proposed for one tasks scheduled for future completion:

1. Adopt a revised ADU ordinance to align with State law changes and increase the availability of affordable units.
 - *Status:* Outreach will be conducted during the fourth quarter using Measure H dollars specifically earmarked for community input. Once outreach is complete, staff will present an ADU ordinance for adoption during the first quarter of FY 2019-20.

Major Upcoming Projects April – June

The primary focus for the fourth quarter is the development of the Annual Budget, Capital Improvement Plan, Fee Schedule, and associated documents. The budget recommendations will be informed by numerous documents including the FY 2019-20 Strategic Plan. This year, the City is also engaged in a fee study to ensure use charges align with costs to the City before adopting the annual Fee Schedule. In addition, labor negotiations are being conducted over the next several months and the City is conducting a comprehensive compensation study to determine the City's position in relation to the market. Finally, the results of these studies, along with the results of the communication engagement program, will inform the development of a Long Range Financial Sustainability Plan to be adopted with the budget. While "budget season" is generally a busy time of year for cities, South Pasadena has a particularly complex set of financial tasks on the plate between now and June.

Next Steps

1. Staff will continue to work on the objectives identified in the plan and provide an annual report to the City Council in June.

Background

On April 13, 2018, the City held a Strategic Planning Session to evaluate the challenges and opportunities facing the City and to create the City's Strategic Goals and Objectives. Kelly and Associates facilitated the session, which included City Councilmembers and management employees representing all City Departments. The meeting was open to the public.

On April 16, 2018, a randomized Community Survey was sent out via e-mail to residents. Nearly all residents surveyed (95%) rated the quality of life in South Pasadena as excellent or good. The full results of the survey were presented to the City Council on May 16, 2018. The Community

Survey provided an understanding of residents' opinions, priorities, and preferences concerning municipal services for performance measurement, planning, and budgeting purposes. The survey profiled resident agreement with the six goals to be incorporated into the City's Strategic Plan.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

The objectives were reflected in the FY 2018-19 Budget and incorporated in Department work plans.

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: Strategic Plan Quarter 3 Update

2018 Strategic Plan Action Items

Task	Action Item	Q	Department	Status (end of Q1)	Status Q2	Status Q3
UUT	Prepare a financial impact statement outlining the cuts that will be necessary if the UUT is repealed.	1	Management Services / Finance	COMPLETED	COMPLETED	COMPLETED
Homelessness	Apply for Measure H funding to strengthen homelessness programs and partnerships.	1	Police	COMPLETED	COMPLETED	COMPLETED
Fee Study	Conduct a comprehensive fee study for user fees and charges based on cost of services and develop indirect cost allocation plan.	2	Finance	Anticipate consultant contract by January 2019; Final Plan to coincide with Budget.	RFP released in Oct. Award of consultant contract 12/19/18; Final Plan will be completed in the Spring.	Draft Fee Study Complete. Presentation to Council will be completed in Q4
Development Review	Create an implementation strategy for the Matrix Study to improve customer service in land use review and permitting.	2	Planning	Matrix Study completed; Implementation strategy being developed.	Implementation has begun and the the plan is in draft form.	In Draft Format
Public Art Programs	Adopt an Ordinance requiring a percentage for public art program for new development and create a public art gallery at City Hall to demonstrate civic participation.	2	Management Services	Art Program including Arts Commission/Development fee to be presented to Council 10/3; Civic Center Gallery, in partnership with SPARC, to launch in November.	COMPLETED	COMPLETED
Employee Training/Development for EOC	Complete core training for primary and back-up EOC staff, ensuring the City can effectively prepare for, respond to, and recover from a disaster.	2	Fire	All staff attending ICS training to be completed by December; completed two tabletop exercises and one scheduled for 10/18	COMPLETED	COMPLETED
Crisis Communication Plan	Create a Crisis Communication Plan to support emergency operations including a review of citywide notification systems.	2	Management Services	Consultant completed stakeholder interviews and data gathering; Draft plan anticipated in November 2018.	COMPLETED	COMPLETED
ADU's	Adopt a revised ADU ordinance to align with State law changes and increase the availability of affordable units.	2-3	Planning	Community outreach planning for November; Anticipate recommendation to Planning Commission in November and to Council in December.	Beginning outreach in January as part of comprehensive Housing Policies Package	Outreach postponed to April for Housing Outreach month.
3-5 4-5 Course Facilities	Present revenue enhancement opportunities for the golf course by assessing potential for facility improvements and events.	3	Management Services	Discussions underway.	Discussions with Donovan Brothers delayed due to family illness	Staff has met with investors to discuss potential upgrades and uses of the facility. Initial responses have been favorable. Staff will now issue an RFP to evaluate potential uses and present recommendation to Council.
Economic Plan	Create a comprehensive Economic Development Plan to support the local economy and enhance opportunities for live, work and play.	3	Planning	Research and data gathering phase underway.	Contract approved/work underway. Hired dedicated intern to assist with project.	Contract Scheduled for Completion during Q4
Branding/Marketing	Create a branding and marketing plan for the City to better support local business.	4	Management Services	Research and data gathering phase underway; This effort will run parallel to the economic development plan.	Pending development of Economic Development Plan.	Pending development of Economic Development Plan.
SR-110 Hookramp	Finalize agreement with Metro to utilize Measure R funds to implement SR-110 Hookramp project.	3	Public Works	Metro has agreed to include the SR-110 as a Tier 1 Project for Measure R Funding; New project manager assigned to work with Metro.	December 6 Metro approval of funding. Staff working with Metro to prepare agreement for design work.	Continued meeting with Metro and Caltrans regarding the project. The agreements should be ready in Q2 2020.
Task	Action Item	Q	Department	Status Q1	Status Q2	Status Q3
Trees	Create urban forestry plan for planting and maintenance.	2	Public Works	Maintenance Plan presented to Council 8/15; Tree Ordinance presentation anticipated to Council December.	Tree Ordinance scheduled for 12/5/18. Completed in Q2. Originally scheduled for Q3	COMPLETED
City Properties	Evaluate opportunities for investment in City properties and enhanced land use.	3	Management Services	Research and data gathering phase underway.		Staff has engaged interested investors to evaluate market feasibility. Initial responses indicate strong potential for future
Community Programs	Introduce a pilot "Library of Things" to support a sharing, more green economy.	3	Library	Researched Libraries with similar programs; Public outreach for community wants and needs in Oct.	Public outreach to begin in December, run through January.	Public survey completed and results announced and Top 12 'Things' identified to be ordered and made available for checkout in Q4.
Community Engagement Master Plan	Create a comprehensive communication plan for public outreach and engagement.	3	Management Services	Nextdoor account created; Plan development underway.	Plan development underway. Some of the research conducted for the Crisis Communications Plan, including focus group discussions, will inform development.	Delivery of the final plan was delayed from the third quarter due to the extensive community outreach
Citywide Strategic IT Plan	Develop an IT Business Plan to better manage technology investment across the organization to support innovation and customer service.	3	Management Services	IT Assessment/development of IT Business Plan anticipated to begin January 2019.	RFP for IT Assessment & Business Plan issued Nov 13, due by Dec 10. Award of contract anticipated in Jan 2019.	A vendor has been selected to complete the project. A draft plan is expected to be prepared by Q4

2018 Strategic Plan Action Items

Inclusionary Housing	Adopt an Inclusionary Housing Ordinance to facilitate meeting State affordable housing goals.	4	Planning	Anticipate circulation of draft in Spring 2019.	Beginning outreach in January as part of comprehensive Housing Policies Package	Moved to Q4 in Q2
Library Foundation	Establish a Library Foundation to address major goals articulated in the Library Operations Study.	4	Library	Sub-committee of Library Trustees and Friends Board Members; Plan anticipated to Council November 2018.	Pending discussions with Library Board of Trustees and Friends of the Library	COMPLETED
EOC Facilities Operation	Complete upgrades to the City's EOC with standardized equipment and resources that are necessary for maximum EOC functionality.	4	Fire	Equipment and furniture have been purchased/installed; Final phase of remodel to be completed June 2019.	Completed. Additional space expansion into courtyard anticipated to be completed by Q4.	COMPLETED.
Community Emergency Response Teams (CERT)	Provide two basic CERT classes, two refresher CERT classes and basic CERT training.	4	Fire	Completed two basic trainings and one refresher (including one for SPUSD); Additional basic trainings are scheduled for 10/18 and early 2019; Refresher scheduled for early 2019.	COMPLETED	COMPLETED
Local resources plan	Develop a database of resources within the community and establish agreements with local providers to supplement response and recovery efforts.	4	Fire	Staff continuing to work alongside all departments to identify and evaluate potential needs during disaster recovery.	Public Safety Commission to take lead with PD and FD	Underway as part of Public Safety Work plan
Stormwater	Participate in discussions for a revised Upper Los Angeles River Enhanced Watershed Management Program Storm water Plan for South Pasadena.	4	Public Works	Develop and prioritize potential stormwater projects to be funded with Measure W (Safe Clean Water) if approved in November 2018; Submit Green Street projects for Proposition 1 Grants; Continue coordination with regional stormwater groups.	RFP for stormwater consultant released.	Contract was awarded to John Hunter and Associates on February 20, 2019 and the Notice to Proceed and contract start date was March 7, 2019.
Bike Share Program	Implement a six month pilot program for Bike and Scooter Share.	4	Management Services	Staff monitoring efforts by surrounding jurisdictions for regional partnerships.	Participating in SGVCOG Bike Share Program. Operator selection process anticipated completion end of Dec.	Operator has been selected.
Renewable Energy	Develop an implementation strategy and schedule for the Renewable Energy Plan.	4	Public Works	Staff position vacant; project pending.	pending hiring staff.	pending hiring staff.
Financial Plan	Create and implement a resilient Financial Plan to include analysis of potential revenue enhancement options.	4	Finance	Research and data gathering phase underway.	Community Outreach Scheduled to begin February.	Completed and will inform Long Range Plan



City Council Agenda Report

ITEM NO. 35

DATE: April 17, 2019

FROM: Stephanie DeWolfe, City Manager *S.D.*

PREPARED BY: Daniel Ojeda P.E., Interim Director of Public Works *D.O.*

SUBJECT: **Receive and File the Capital Improvement Plan Quarter Three Project Updates**

Recommendation

It is recommended that the City Council Receive and File the Fiscal Year (FY) 2018-19 Third Quarter Capital Improvement Plan (CIP) update.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Executive Summary

The CIP provides a comprehensive plan for the City's infrastructure and facility needs. The purpose of this report is to summarize the progress made toward meeting deadlines and completing the Capital Improvement projects begun in Fiscal Year (FY) 2018-2019 including carry-over projects from FY 2017-2018. The total CIP appropriation for the FY 2018-19 is \$14,773,529 and includes a total of 22 projects. The projects are administered by the City Manager's Office, Public Works and the Community Services Department.

Discussion/Analysis

The CIP is a living document and planning tool designed to adapt to emerging needs and take advantage of new unforeseen funding opportunities that may require expanding or reprioritizing project investments. The CIP 2018-2023 project list contains 49 projects totaling approximately \$100M. In Quarter Two, the City Council approved five new projects in the CIP 2018-2023, namely, the CNG Charging Station, EV Charging Station, San Pascual Stables HVAC, Water Conservation (Medians), Water Conservation (Impervious Surface Demonstration). The funding for the new projects amounts to \$482,535 and comes from various sources. The *CNG Charging Station* and *EV Charging Station* will be paid out of the General Fund 101-9000-9000-9000-000 and will be reimbursed to Non-Federal Grants (Fund 104-0000-0000-5071-005). The *San Pascual Stables HVAC* will be paid through the Facilities and Equipment Replacement Fund (Fund 105-9000-9000-9000-000) and the *Water Conservation (Medians)* and *Water Conservation (Impervious Surface Demonstration)* projects will be paid from the Water Efficiency Fee Fund (Fund 500-3010-3012-8032-000). Of the total projects included in the CIP

and scheduled for 2018-19FY, 13 were underway in Quarter Three and four were carried-over from the 2017-18FY. The original CIP Budget appropriated \$14,291,001. The amended 2018-19 Budget includes the additional funds in the Municipal Building and Facilities and Storm Water categories and now appropriates \$14,773,529 to help fund the new budget. The funds are summarized as follows:

Category	2018-19 FY CIP Original Funding	2018-19 FY CIP Amended Funding
Municipal Buildings and Facilities	\$424,859	\$857,394
Streets and Streetscapes	\$3,348,000	\$3,348,000
Street and Traffic Lighting	-	-
Sewer and Water	\$10,204,142	\$10,204,142
Technology Projects	\$314,000	\$314,000
Storm Water	-	\$50,000
TOTAL	\$14,291,001	\$14,773,536

The Public Works Department manages the following sections: Municipal Buildings and Facilities, Streets and Streetscapes, Street and Traffic Lighting, Sewer and Water, Technology Projects and Storm Water. At this time, the City Manager’s Office manages the Information Technology Projects. The Community Services Department oversees some of the Municipal Buildings (e.g. *San Pascual Stables – HVAC system*). Of the 22 projects scheduled for 2018-19FY, six have been completed, four are under construction, one is pending authorization, and seven are in progress at varying stages, from bid solicitation to project design.

Project Status Update	Number of CIP Projects
Completed	6
Under Construction	4
In-Design	1
Developing Specifications	3
Pending Authorization	1
Consultant Selection	3
Obtaining Bids	0
Not Started	4
Total	22

Attachment 1 includes the CIP Quarter Three Project Update Log which includes a detailed description of each project’s status.

Next Steps

1. Continue to communicate the CIP changes with the City Council and inform of any updates through quarterly reports.
2. Bring forward an updated CIP for adoption into FY2019-2020 budget.

Background

The City Council reviewed and approved the CIP on June 6, 2018. As a dynamic and evolving document, staff will prepare quarterly reports to the City Council to communicate changes, if any, to the prioritization of projects, progress toward achieving the stated goals as well as delays and new funding opportunities that allow the City to add new projects to the CIP. Updates to the CIP will be presented to the City Council on a regular basis for review and approval. In addition to the last community survey to gather resident feedback on infrastructure needs, residents are also encouraged to provide feedback on project prioritization as part of the budget process.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

No changes have been made to the funding for the CIP projects in Quarter Three. The FY2018-19 budget appropriated \$14,773,529 for 22 CIP projects.

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: Capital Improvement Plan (CIP) Quarter Three Project Update Log

Attachment 1 - Capital Improvement Plan (CIP) Quarter Three Project Update Log

Project	Budget FY	Estimated Start Date	Estimated Completion	Status	Quarter Three Status Update
War Memorial Drainage Mitigation Program	2018-19	9/4/2018	3/6/2019	Completed	All construction activities were completed by December 21, 2018 and the War Memorial Building was returned to Community Services for full programing at this site. Notice of completion was filed in March 2019.
Electric Vehicle (EV) Charging Station	2018-19	11/11/2018	7/30/2019	Pending Authorization	All construction projects were completed by December 21, 2018; however, the City is working with Edison for a legal agreement to supply power to the charging stations.
Graves Reservoir	2018-19	8/11/2018	3/1/2020	Under Construction	Continue with concrete placement, 60% of reservoir base slab has been poured, reservoir wall concrete placement will commence on 3/29/2019.
Wilson Wellhead Treatment	2018-19	6/15/2018	3/22/2019	Under Construction	Project is complete. NOC will be taken on 4/17/19 for City Council approval, Permit ammendment has been submitted to State Division of Drinking Water approval.
Fair Oaks Avenue Signal Synchronization	2017-18	6/1/2017	6/30/2020	Pending Authorization	Submittal will be made in April 2019 to Caltrans and Metro for authorization to proceed. Approval is expected in July 2019, with advertisement for construction to immediately follow.
BTA Bike Parking	2018-19	8/30/2018	7/30/2019	Consultant Selection	The design was completed in mid-December and the project was advertised for construction in February 2019. One bid was received in March 2019; however, the contractor submitted a bid withdrawal request. Project will be readvertised or sole sourced, depending on direction from the granting agency. Construction is scheduled to begin in Spring 2019 and completion is scheduled for July 2019.
Compressed Natural Gas (CNG) Station Upgrade	2018-19	10/29/2018	7/30/2019	In-Design	Design is ongoing
Water Conservation (Medians)	2018-19	3/1/2019	7/30/2019	Consultant Selection	Identified starting point at Fair Oaks at Huntington median. Reviewing design porposals.
2018-19 FY Street Improvement Projects	2017-18	1/2/2019	12/30/2019	Developing Specifications	Bushnell Ave (Oak St-Huntington Dr) & Diamond Ave (Monterey Rd-Lyndon St): Bid Opening was conducted on 3/28/19, scheduled to be awarded in May 2019; Alpha Ave (Camino Lindo-Valley View) & Camino Del Sol (St Albans-Via Del Rey): in development of PS&E, anticipated to be advertisement in June 2019.
Preventative Maintenance: Cap and Slurry Seal	2018-19	5/27/2019	7/30/2019	Developing Specifications	Plans and specifications are complete. Advertisement for construction bids is scheduled for beginning of April 2019 and construction is scheduled to begin in May 2019.
Citywide Sidewalk ADA Improvements	2018-19	4/15/2019	6/15/2019	Consultant Selection	The Notice of Inviting Bids was advertised on 1/11/2019 and Bid Opening was conducted on 1/31/2019. On 3/6/2019, the City Council awarded a construction contract to CT&T Concrete Paving, Inc. The pre-construction meeting is scheduled for 4/8/2019 and the construction will begin shortly after.
2018-19 FY Street Improvements	2018-19	1/2/2019	6/30/2020	Developing Specifications	The City received RFP for engineering design service 3/20/2019. The design is anticipated to be completed in July 2019.
VoIP (voice over internet protocol) System Installation	2018-19	1/1/2019	12/30/2019	Developing Specifications	Staff is currently finalizing the specifications. The project will be advertised in May 2019.
In Pavement Lighting Crosswalks	2017-18	1/4/2017	6/30/2020	Pending Authorization	City has submitted application for the "Request for Authorization to Proceed with Construction" in March 2019. Once approval is received the project construction will be advertised for bid.
WiFi City Hall Recabling	2018-19	1/1/2019	6/30/2019	Under Construction	The City Council awarded a construction contract to Lotus Communications in February 2019. The project is currently under construction.
110 Hookramp	2018-19	3/1/2019	1/30/2020	Pending Authorization	Working with Metro and Caltrans to establish Project management and funding. Project was submitted as a SR-710 Early Action Project for Metro funding consideration. The agreements should be ready in 1Q 2020.
Monterey Road & Orange Grove Avenue Intersection Traffic Signal Installation	2017-18	7/1/2017	12/30/2019	Pending Authorization	Awaiting California Public Utilities Commission (CPUC) approval. Once approval is received, the project construction will be advertised for bid.
Monterey Road Improvement - Phase Three	2018-19	7/9/2015	12/30/2019	Pending Authorization	Phase three of Monterey Road is from Orange Grove Avenue to Pasadena Avenue. Project is ready for bid, pending approval for the Monterey/Orange Grove signal project. Combining this project with the signal project effectuates cost savings and reduces construction traffic interruption.
Water Conservation Projects (Impervious Surface Demonstrations)	2018-19	1/15/2019	9/30/2019	Consultant Selection	Currently evaluating a proposal for design of the plans and specification.
Workstation/Device Replacements/Network Equipment Upgrades	2018-19	2/1/2019	6/30/2022	Under Construction	The project is currently under construction.
San Pascual Stables Historical House - HVAC	2018-19	3/25/2019	3/31/2019	Completed	With the negotiations of the San Pascual Stables agreement, the City agreed to install an HVAC unit. The project has been completed.
Mission Street Pedestrian Improvements	2018-19			Not Started	Pending discussion of economic development plan.