

CITY OF SOUTH PASADENA CITY COUNCIL REGULAR MEETING AGENDA

Council Chamber 1424 Mission Street, South Pasadena, CA 91030

December 18, 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.

South Pasadena City Council Statement of Civility

As your elected governing board we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

CALL TO ORDER: Mayor Robert S. Joe.

ROLL CALL: Councilmembers Michael A. Cacciotti, Marina Khubesrian,

M.D., and Richard D. Schneider, M.D.; Mayor Pro Tem

Diana Mahmud; and Mayor Robert S. Joe.

PLEDGE OF ALLEGIANCE: Taylor Holmes and Tessa Holmes

PRESENTATIONS

- 1. Reading of Ode to South Pasadena Taylor Holmes and Tessa Holmes
- 2. Invocation Sam Kil Joon Park, Police Chaplain
- 3. Administration of Oath of Office to Mayor Robert S. Joe by Los Angeles County Supervisor Kathryn Barger
- 4. Comments by Incoming Mayor

COMMISSION APPOINTMENTS

5. Authorize Commission Appointments and Re-appointments

Recommendation

It is recommended that the City Council:

- 1. Appoint the following residents to three-year terms ending December 31, 2022:
 - Marcos Holguin, Animal Commission
 - Rebecca Thompson, Cultural Heritage Commission
 - Annie Chang, Library Board of Trustees
 - Victoria Rocha, Parks and Recreation Commission
 - Albert Ocon, Parks and Recreation Commission
 - Lisa Padilla, Planning Commission
 - Shireen Chang, Senior Citizen Commission
- 2.Re-appoint the following residents to three-year terms ending December 31, 2022:
 - William Cross, Cultural Heritage Commission
 - Edwin Choi, Finance Commission
 - Amy Davis Jones, Natural Resources and Environmental Commission
 - Lauren Myles, Natural Resources and Environmental Commission
 - Jeremy Ding, Public Safety Commission
- 3. Appointment the following to an unexpired term ending December 2021:
 - Laura Dahl to the Planning Commission
 - Ed Donnelly to the Public Safety Commission

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

6. 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.

7. City Manager Communications

8. 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

9. Approval of Prepaid Warrants in the Amount of \$213,512.45 less \$250.00 in Voids, General City Warrants in the Amount of \$530,409.10.

Recommendation

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

10. Second Reading and Adoption of an Ordinance to Amend Chapter 31 of the South Pasadena Municipal Code to Correct Inconsistent Definitions of a Parkway

Recommendation Action

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an Ordinance to amend Chapter 31 of the South Pasadena Municipal Code (SPMC) to correct inconsistent definitions of a parkway.

11. Approval of Purchase Order with Camino Real Chevrolet for a not-to-exceed amount of \$64,000 for the Purchase of Two 2019 Chevrolet Bolt with a Grant under Local Government Partnership Program from South Coast Air Quality Management District

Recommendation

It is recommended that the City Council:

- 1. Accept a pricing quotation dated October 28, 2019 from Camino Real Chevrolet for the purchase of Two 2019 Chevrolet Bolt; and
- 2. Authorize the City Manager to execute the agreements and any amendments with Camino Real Chevrolet for a not-to-exceed amount of \$64,000 (\$62,208.20 for the bid amount and \$1,781.80 for contingency);
- 3. Authorize the fund transfer of \$32,000 from Water Enterprise Fund Reserve to Water Capital Outlay Automotive (500-6010-6711-8540) and \$32,000 from Sewer Enterprise Fund Reserve to Sewer Capital Outlay Automotive (210-6010-6501-8540); and
- 4. Reject all other bids received.

12. <u>Authorize the City Manager to Accept a Grant Agreement from the Los Angeles County Metropolitan Transportation Authority in the Amount of \$420,000 to Plan and Host the 626 Golden Streets Arroyo Fest 2.0</u>

Recommendation

It is recommended that the City Council authorize the City Manager to accept a grant award from the Los Angeles County Metropolitan Transportation Authority (Metro) in the amount of \$420,000 to plan and host the 626 Golden Streets Arroyo Fest 2.0 (Arroyo Fest 2.0), scheduled for November 15, 2020.

PUBLIC HEARING ITEMS

13. Adoption of Urgency and Regular Ordinances by reference of the 2020 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing and Existing Building Codes with certain amendments, additions and deletions thereto amending Chapter 9 Article 1 of the South Pasadena Municipal Code

Recommendation

It is recommended that the Council:

- 1. Introduce for first reading by title only and waive further reading of an ordinance adopting by reference and amending the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential and Existing Building Codes; and
- 2. Schedule a public hearing on January 15, 2020 to consider adoption and second reading of the same ordinance.
- 3. Read by title only and waive further reading of an urgency ordinance adopting by reference and amending the 2020 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential and Existing Building Codes.
- 14. Adoption of an Urgency Ordinance Amending Section 36.350.200 (Residential Uses—Accessory Dwelling Units) of Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Accessory Dwelling Units

Recommendation

It is recommended that the City Council adopt Urgency Ordinance No. ____ amending South Pasadena Municipal Code (SPMC) Section 36.350.200 (Residential Uses—Accessory Dwelling Units) in compliance with Assembly Bill No. 68 (AB 68, Ting), Assembly Bill No. 881 (AB 881, Bloom), and Senate Bill No. 13 (SB 13, Wieckowski).

ACTION/DISCUSSION

15. Award of Contract for the Preparation of Integrated Water and Wastewater Resources Management Plan to Carollo Engineers, Inc. for a Total Not-to-Exceed Amount of \$579,395 for a Period of Two Years

Recommendation

It is recommended that the City Council:

- 1. Accept a proposal dated September 30, 2019 from Carollo Engineers, Inc. (Carollo) for the preparation of Integrated Water and Wastewater Resources Management Plan; and
- 2. Authorize the City Manager to execute the agreements and any amendments with Carollo for a not-to-exceed amount of \$579,395 (\$526,723 for the proposal amount and \$52,672 for 10% contingency); and
- 3. Reject all other proposals received.

16. Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Chosen Course of Action

Recommendation Action

It is recommended that the City Council:

- 1) Consider the following alternatives for the Public Works Commission (PWC) and Freeway and Transportation Commission (FTC);
 - a. Merge the two commissions to create a Mobility and Infrastructure Commission (MIC); or
 - b. Establish the PWC as a permanent commission and direct staff to continue to work with the PWC and FTC Ad Hoc Committee to develop clarified roles and responsibilities of the two commissions and return to City Council with a recommendation; and
- 2) Read by title only for first reading, waiving further reading, of one of the following two ordinances:
 - a. Introduce an Ordinance to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 "Administration" of the South Pasadena Municipal Code (SPMC), repeal Article IVK (Public Works Commission) of SPMC Chapter 2, and add a new Article IVK (Mobility and Infrastructure Commission) to SPMC Chapter 2 to create the Mobility and Infrastructure Commission (MIC); or
 - b. Introduce an Ordinance amending Article IVK (Public Works Commission) of SPMC Chapter 2 to repeal Section 2.79-6 Sunset to establish the PWC as a permanent commission.

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17. Air Quality Management District Presentation - Councilmember Michael A. Cacciotti

ADJOURNMENT

FUTURE CITY COUNCIL MEETINGS (OPEN SESSION)

January 1, 2020	Regular City Council Meeting	Cancelled	7:30 p.m.
January 15, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 5, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 19, 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;
- 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 the 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 Co website as required	ty Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's d by law.			
12/12/19	/s/			
Date	Kenia Lopez			
	Deputy City Clerk			



City Council Agenda Report

ITEM NO. 5

DATE: December 18, 2019

FROM: Robert Joe, Mayor

PREPARED BY: Maria E. Ayala, Chief City Clerk

SUBJECT: Authorize Commission Appointments and Re-appointments

Recommendation

It is recommended that the City Council:

- 1. Appoint the following residents to three-year terms ending December 31, 2022:
 - Marcos Holguin, Animal Commission
 - Rebecca Thompson, Cultural Heritage Commission
 - Annie Chang, Library Board of Trustees
 - Victoria Rocha, Parks and Recreation Commission
 - Albert Ocon, Parks and Recreation Commission
 - Lisa Padilla, Planning Commission
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- 2. Re-appoint the following residents to three-year terms ending December 31, 2022:
 - William Cross, Cultural Heritage Commission
 - Edwin Choi, Finance Commission
 - Amy Davis Jones, Natural Resources and Environmental Commission
 - Lauren Myles, Natural Resources and Environmental Commission
 - Jeremy Ding, Public Safety Commission
- 3. Appointment the following to an unexpired term ending December 2021:
 - Laura Dahl to the Planning Commission
 - Ed Donnelly to the Public Safety Commission

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There are no financial implications to the City.

Commission Appointments and Re-Appointments December 18, 2019 Page 2 of 2

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environmental.

Public Notification of Agenda Item

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



City Council Agenda Report

ITEM NO. 9

DATE:

December 18, 2019

FROM:

Stephanie DeWolfe, City Manager

PREPARED BY:

Karen Aceves & Lucy Demirjian, Interim Finance Director

SUBJECT:

Approval of Prepaid Warrants in the Amount of \$213,512.45 less

\$250.00 in Voids, General City Warrants in the Amount of

\$530,409.10.

Recommendation Action

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

Fiscal Impact

5,512.45
(250)
,409.10
0
0
0
0
0
0
0
,671.55
3

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

Approval of Warrants December 18, 2019 Page 2 of 2

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. Prepaid & General Warrant Voids

ATTACHMENT 1 Warrant Summary

City of South Pasadena				
Demand/Warrant Register		Date	12.18.19	
Recap by fund	Fund No.	Dropoid	Amounts	Dovrell
General Fund	101	Prepaid 94,637.85	Written 47,052.14	Payroll
Insurance Fund	103	438.96	-1,002.14	
Street Improvement Program	104	2,110.00	17,455.00	
Facilities & Equip.Cap. Fund	105	-	-	
Local Transit Return "A"	205	2,460.00	-	
Local Transit Return "C"	207	58.43	1,506.94	
TEA/Metro	208	-	-	
Sewer Fund	210	10.13	61.87	
CTC Traffic Improvement	211	-	-	
Street Lighting Fund	215	25,308.99	5,391.11	
Public, Education & Govt Fund	217	-	-	
Clean Air Act Fund	218 220	-	-	
Business Improvement Tax	223	-	-	
Gold Line Mitigation Fund Mission Meridian Public Garage	226	- 113.92	310.00	
Housing Authority Fund	228	110.02	-	
State Gas Tax	230	4,520.31	759.79	
County Park Bond Fund	232	79.93	4,644.72	
Measure R	233	-	-	
Measure M	236	-	-	
MSRC Grant Fund	238	-	-	
Measure W	239	-	-	
Measure H	241	-	-	
Bike & Pedestrian Paths	245	-	-	
BTA Grants	248	-	-	
Golden Street Grant	249	-	-	
Capital Growth Fund	255	-	-	
CDBG	260	14.99	-	
Asset Forfeiture Police Grants - State	270 272	-	-	
Homeland Security Grant	272 274	-	-	
Park Impact Fees	275	_	_	
HSIP Grant	277	-	_	
Arroyo Seco Golf Course	295	_	_	
Sewer Capital Projects Fund	310	-	-	
Water Fund	500	82,335.93	452,904.11	
Water Efficinency Fund	503	173.01	323.42	
2016 Water Revenue Bonds Fund	505	1,250.00	-	
Public Financing Authority	550	-	-	
Payroll Clearing Fund	700	-	-	
	Column Totals:	213,512.45	530,409.10	-
December 6	From 131		A	
Recap by fund	Fund No.	Dronoid	Amounts	Povroll
RSA	227	Prepaid -	Written -	Payroll -
RSA	Report Totals:			
City Report Totals: Wire Transfer - LAIF Wire Transfer - RSA Wire Transfer - Acct # 2413		742 021 55		
		743,921.55		
		-		
		-		
		-		
Wire Transfer - Acct # 1936			(050.00)	
Voids - Prepaid		(250.00)		
Voids - General Warrant			-	

Marina Khubesrian M.D., Mayor

Karen Aceves / Lucy Demirjian, Interim Finance Director

743,671.55

Grand Report Total:

ATTACHMENT 2 Prepaid Warrant List

Accounts Payable

Check Detail

User: ealvarez

Printed: 12/11/2019 - 10:06AM



Check Number Check Date	Amount
ACTM3010 - Accountemps 309229 12/05/2019	
Inv 54790027 Finance Temporary Svcs. Kang, Somin for	1,856.25
309229 Total:	1,856.25
ACTM3010 - Accountemps Total:	1,856.25
AIR6010 - Airgas USA LLC 309230 12/05/2019	
Inv 9966945844 Oxygen Cylinder Rental - December 2019	208.45
309230 Total:	208.45
AIR6010 - Airgas USA LLC Total:	208.45
AMZN8030 - Amazon/SYNCB 309231 12/05/2019	
Inv 443368848349 Community Services Supplies	59.58
Inv 444463355687 Library Supplies	9.00
Inv 446385853999 PW Supplies	21.80
Inv 447739836794 Community Services Supplies	144.26
Inv 453336483334 Community Services Supplies	41.79
Inv 454665596485 Community Services Supplies	67.99
Inv 45499855878 Water Supplies	58.17
Inv 463643653454 PW Supplies	33.40 50.80
Inv 466577373864 PW Supplies Inv 495736856796 Library Supplies	156.00
Inv 499764535756 Library Supplies	33.81
Inv 533937647864 Community Services Supplies	44.87
Inv 537445885886 Fire Supplies	109.44
Inv 579498446879 Community Services Supplies	43.34
Inv 647558653646 Library Supplies	149.99
Inv 656573758853 Finance Supplies	228.91
Inv 664639336939 Community Services Supplies	26.59
Inv 667645777559 Library Supplies	375.53
Inv 668336455396 Community Services Supplies	9.10
Inv 693856979944 PW Supplies	120.00 73.31
Inv 758335694633 Library Supplies	166.28
Inv 769894775449 Community Services Supplies Inv 844348337854 Library Supplies	437.00
Inv 893847557598 Library Supplies	13.06
Inv 977733886895 Library Supplies	64.05
Inv 978833479476 Library Supplies	17.99

Check Number Check Date	Amount
Inv 979638678397 Water Dept. Supplies	33.80
Inv 993585435788 Community Services Supplies	22.74
309231 Total:	2,612.60
AMZN8030 - Amazon/SYNCB Total:	2,612.60
AMER814 - American Water Works Ass'n. 309232 12/05/2019	
Inv 0001954726 AWWA Safety Training DVD for Water Staff	238.20
309232 Total:	238.20
AMER814 - American Water Works Ass'n. Total:	238.20
AT&T5011 - AT&T	
309233 12/05/2019 Inv 331 841-0756 Monthly Service 11/07-12/06/19	33.03
309233 Total:	33.03
AT&T5011 - AT&T Total:	33.03
BLJD2920 - Bell, Jordan	
309234 12/05/2019 Inv R106428/107046 Refundable Security Deposit WMB	500.00
309234 Total:	500.00
BLJD2920 - Bell, Jordan Total:	500.00
WDFD6116 - Bob Wondries Ford	
309287 12/05/2019 Inv 1335774 PW CNG Vehicle Maint.	1,817.07
309287 Total:	1,817.07
WDFD6116 - Bob Wondries Ford Total:	1,817.07
CAL6695 - CA American Water Co.	
309235 12/05/2019 Inv 1015-2100215110 Water Supply Cost @ Wilson Well # 2	22.66
309235 Total:	22.66
507255 10mi.	22.00
CAL6695 - CA American Water Co. Total:	22.66
CAN0607 - Cantu Graphics	
309236 12/05/2019 Inv 5664 Media Printing for PIO	26.72
AP-Check Detail (12/11/2019 - 10:06 AM)	Page 2

Check Number Check Date	Amount
Inv 5675 Poster Prints - Outreach Boards	642.00
Inv 5680 Business Cards for Deputy Clerk	32.80
Inv 5681 Material for Media Training	98.55
309236 Total:	800.07
CAN0607 - Cantu Graphics Total:	800.07
CWNC2501 - Carl Warren & Company	
309237 12/05/2019	
Inv 1893571-1893584 Liability Claims - Admin Fees11/1-11/30	438.96
309237 Total:	438.96
CWNC2501 - Carl Warren & Company Total:	438.96
CAT0700 - Catering Systems Inc.	
309238 12/05/2019	
Inv 5288 Senior Meal Program 10/28-11/01/19	2,230.20
Inv 5299 Senior Meal Program 11/4-11/8/19	2,127.60
Inv 5308 Senior Meal Program 11/12-11/15/19 Inv 5315 Senior Meal Program 11/18-11/22/19	1,506.60 1,771.20
mv 5515 Semoi Meai Piogram 11/16-11/22/19	1,7/1.20
309238 Total:	7,635.60
CAT0700 - Catering Systems Inc. Total:	7,635.60
CBSE6010 - Cell Business Equipment 309239 12/05/2019	
Inv 65778836 Public Works Copier 11/01-11/30/19	251.61
309239 Total:	251.61
50/25/ 10mi.	
CBSE6010 - Cell Business Equipment Total:	251.61
SOU5402 - City of South Pasadena PD Petty Cash	
309228 12/02/2019	
Inv 12.02.19 Reimb. Petty Cash	300.60
309228 Total:	300.60
SOU5402 - City of South Pasadena PD Petty Cash Total:	300.60
CHWP2010 - Colantuono, Highsmith & Whatley, PC 309240 12/05/2019	
Inv 40698 General Services	10,075.40
Inv 40699 Case 2	7,311.70
Inv 40700 Labor & Employement	16,047.93
Inv 40701 Misc. Litigation	3,026.00
Inv 40702 Special Projects	3,568.56
Inv 40703 Tax & Assesment	87.00

Check Number Check Date	Amount
Inv 40704 Gardena v. RWQCB Inv 40705 Water & Utilites	198.50 2,417.50
309240 Total:	42,732.59
CHWP2010 - Colantuono, Highsmith & Whatley, PC Total:	42,732.59
	12,102.00
CRDA1021 - Corodata Records Management 309241 12/05/2019	
Inv RS4543337 Records Mgmt. Svcs. October 2019	407.28
309241 Total:	407.28
CRDA1021 - Corodata Records Management Total:	407.28
CRSR2010 - Corodata Shredding Inc. 309242 12/05/2019	
Inv DN 1246509 Corodata Shredding Services	39.24
309242 Total:	39.24
CRSR2010 - Corodata Shredding Inc. Total:	39.24
DSP0755 - D & S Printing 309243 12/05/2019	
Inv 8514 Building Permits - Printing	646.05
Inv 8517 Envelopes for Senior Center Qty: 400 Inv 8545 10 Copies of Green Action Plan for City	438.00 173.01
309243 Total:	1,257.06
DSP0755 - D & S Printing Total:	1,257.06
DLRS2920 - Del Rosario, Michelle A 309244 12/05/2019	
309244 12/05/2019 Inv R106498/107581 Refund Security Deposit for Eddie House	250.00
309244 Total:	250.00
DLRS2920 - Del Rosario, Michelle A Total:	250.00
GRTK9203 - Geo Tek, Inc. 309245 12/05/2019	
Inv 64388 On-Call Material Testing & Geotechnical	2,110.00
309245 Total:	2,110.00
GRTK9203 - Geo Tek, Inc. Total:	2,110.00
THR5910 - George L.Throop Co.	
AP Cheek Datail (12/11/2010 - 10:06 AM)	Page 4

Check Number Check Date	Amount
309246 12/05/2019	
Inv 1937 Sidewalk Concrete	237.31
Inv 1992 Concrete for Sidewalk	456.15
Inv 2543 1900 Block of Oak & Milan Curb / Gutter	1,107.46
Inv 2573 Gutter Repairs for 1000 BlockBuena Vist	180.25
Inv 2688 Curb & Sidewalk Repair Materials	474.63
Inv 2706 Curbside Repair Materials	237.31
309246 Total:	2,693.11
THR5910 - George L.Throop Co. Total:	2,693.11
HDLC3010 - Hinderliter deLlamas & Associates 309247 12/05/2019	
Inv 0032472-IN Contct. Svcs. Sales Tax 4th Qtr, Audit S	1,491.18
309247 Total:	1,491.18
HDLC3010 - Hinderliter deLlamas & Associates Total:	1,491.18
KUMU5270 - Kuramitsu, Kristine 309248 12/05/2019	
Inv R106487/107254 Refund Security Deposit Garfield Park Ga	40.00
309248 Total:	40.00
KUMU5270 - Kuramitsu, Kristine Total:	40.00
LTAP5500 - L.A.C. M. T. A. 309249 12/05/2019	
Inv 104337 Bus Pass Sales September 2019	860.00
Inv 104538 Bus Pass Sales October 2019	860.00
Inv 104740 Bus Pass Sales November 2019	740.00
309249 Total:	2,460.00
LTAP5500 - L.A.C. M. T. A. Total:	2,460.00
LDCR6410 - LandCare USA LLC 309250 12/05/2019	
Inv 269473 Weed Abatement @ 509 Alta Vista St.	1,340.00
309250 Total:	1,340.00
LDCR6410 - LandCare USA LLC Total:	1,340.00
LTKR6201 - Leotek Electronics USA 309251 12/05/2019	
Inv 4110818522 Provider of Light Emitting Diode for Cit	5,737.80
309251 Total:	5,737.80
AP-Check Detail (12/11/2019 - 10:06 AM)	Page 5

LTKR6201 - Leotek Electronics USA Total: LACT2920 - Lincoln Avenue Celestial Temple 309252 12/05/2019 Inv R99733/107407 Refund Security Deposit WMB 309252 Total: LACT2920 - Lincoln Avenue Celestial Temple Total: MKAV2920 - Mak, Alvin	500.00 500.00 500.00
309252 12/05/2019 Inv R99733/107407 Refund Security Deposit WMB 309252 Total: LACT2920 - Lincoln Avenue Celestial Temple Total:	500.00
Inv R99733/107407 Refund Security Deposit WMB 309252 Total: LACT2920 - Lincoln Avenue Celestial Temple Total:	500.00
LACT2920 - Lincoln Avenue Celestial Temple Total:	
	500.00
MKAV2920 - Mak Alvin	
309253 12/05/2019	
Inv R106306/107048 Refund Security Deposit YouthHouse	250.00
309253 Total:	250.00
MKAV2920 - Mak, Alvin Total:	250.00
MKKR5011 - Markowski, Karol	
309254 12/05/2019 Inv 64227 Reimbursement for Paramedic License Rene	150.00
309254 Total:	150.00
MKKR5011 - Markowski, Karol Total:	150.00
MSSM6601 - Mission Smog	
309255 12/05/2019 Inv 2476 Smog Check for Water DivisionUnit # 12	45.00
309255 Total:	45.00
MSSM6601 - Mission Smog Total:	45.00
NGJH5011 - Nugent, John	
309256 12/05/2019 Inv 64227 Reimbersment of Paramedic License Renewa	150.00
309256 Total:	150.00
NGJH5011 - Nugent, John Total:	150.00
OSSS3010 - Olympic Staffing Services 309257 12/05/2019	
Inv 211273 Contract Svcs. Managment Service Temp w/	581.25
309257 Total:	581.25

Check Number Check Date	Amount
OSSS3010 - Olympic Staffing Services Total:	581.25
ONSP2013 - Onshine Photobooth	
309258 12/05/2019 Inv 2014-315 Payment for 2 Hr. Photo BoothBreakfast	199.00
309258 Total:	199.00
ONSP2013 - Onshine Photobooth Total:	199.00
SPAU8030 - Pautsch, Sheila 309259 12/05/2019	
Inv 11.27.2019 Deposit for Linens for Employee Holiday	140.00
309259 Total:	140.00
SPAU8030 - Pautsch, Sheila Total:	140.00
PAZ7777 - Pazmino, Hugo 309260 12/05/2019	
Inv 12.06.19 Entertainment for Holiday Kick Off 12.06	100.00
309260 Total:	100.00
PAZ7777 - Pazmino, Hugo Total:	100.00
PEAK8030 - Peak Software Systems Inc. 309261 12/05/2019	
Inv 021133 POS/ Scheduling/ Membership Software Sub	4,640.00
309261 Total:	4,640.00
PEAK8030 - Peak Software Systems Inc. Total:	4,640.00
TOPL8267 - Plasil, Tony 309262 12/05/2019	
Inv November 2019 Instructor: Ballroom Dance	200.00
309262 Total:	200.00
TOPL8267 - Plasil, Tony Total:	200.00
PODV8267 - Podvoll, Candace 309263 12/05/2019	
Inv November 2019 Class Instructor: Meditation November 20	148.00
309263 Total:	148.00
PODV8267 - Podvoll, Candace Total:	148.00

AP-Check Detail (12/11/2019 - 10:06 AM)

POIN8032 - Pointe by Pointe	
309264 12/05/2019 Inv Fall 2019 Class Instructor: Fall 2019 11/5-11/26/1	176.00
309264 Total:	176.00
POIN8032 - Pointe by Pointe Total:	176.00
PUWA8020 - Pure Water	
309265 12/05/2019 Inv 201917101 Fire Dept. Supplies - December 2019	87.39
inv 201717101. The Dept. Supplies - December 2017	
309265 Total:	87.39
PUWA8020 - Pure Water Total:	87.39
QLET8032 - Quality Entertainment 309266 12/05/2019	
Inv 11.06.19 Breakfast w/ Santa Event Entertainment	215.00
Inv 11.20.19 Employee Holiday Luncheon - Santa Claus	500.00
309266 Total:	715.00
QLET8032 - Quality Entertainment Total:	715.00
SGCM2011 - S.G.V. City Manager's Assn. 309267 12/05/2019	
Inv 11.20.19 S.G.V. City Managers Assoc. Luncheon 11.	30.00
309267 Total:	30.00
SGCM2011 - S.G.V. City Manager's Assn. Total:	30.00
SAN8032 - San Pascual Stables 309268 12/05/2019	
Inv November 2019 Class Instructor: Horsemanship 2 Classes	648.00
309268 Total:	648.00
SAN8032 - San Pascual Stables Total:	648.00
SCF1400 - SC Fuels	
309269 12/05/2019	
Inv 1503266-IN Order of Fuel (Regular Ethanol)	4,825.27
309269 Total:	4,825.27
SCF1400 - SC Fuels Total:	4,825.27

Check Number Check Date Amount SCAT6710 - Scott's Automotive 309270 12/05/2019 Inv 14534 FY19-20 Water Division Vehicle Maint. Un 187.19 255.30 Inv 14734 FY19-20 Water Division Vehicle Maint. Un Inv 14742 New Battery Unit # 209 244.86 309270 Total: 687.35 687.35 SCAT6710 - Scott's Automotive Total: SHO6666 - Shono, Jean 12/05/2019 309271 32.00 Inv November 2019 Class Instructor: Knitting/ Crochet 2019 32.00 309271 Total: 32.00 SHO6666 - Shono, Jean Total: WLST8267 - Shuttic, William 309272 12/05/2019 Inv November 2019 Instructor: Functional Fitness 711.20 309272 Total: 711.20 711.20 WLST8267 - Shuttic, William Total: PLSM5270 - Smith, Paul 309273 12/05/2019 40.00 Inv R106844/107189 Partial Security Dep. Refund as charged 40.00 309273 Total: 40.00 PLSM5270 - Smith, Paul Total: SOU6666 - So. CA Edison Co. 309274 12/05/2019 Inv 3-002-4472-77 10/24/19-11/23/19 1,271.90 558.87 Inv 3-002-4472-78 10/24/19-11/23/19 Inv 3-011-4089-57 10/24/19-11/23/19 33.79 31.92 Inv 3-028-7013-82 10/24/19-11/23/19 989.10 Inv 3-028-7594-32 10/24/19-11/23/19 Inv 3-032-0513-93 10/23/19-11/22/19 27.91 19.25 Inv 3-032-2521-62 10/23/19-11/22/19 190.65 Inv 3-033-3452-62 10/21/19-11/20/19 416.64 Inv 3-035-6502-21 10/23/19-11/22/19 25.89 Inv 3-037-6075-39 10/23/19-11/22/19 10.42 Inv 3-045-8045-41 10/23/19-11/22/19 763.53 Inv 3-048-3504-98 10/24/19-11/23/19 19.34 Inv 3-048-3508-41 10/24/19-11/23/19

Inv 3-048-3508-76 10/24/19-11/23/19

Inv 3-048-3512-00 10/24/19-11/23/19 Inv 3-048-3534-21 10/24/19-11/23/19 427.09

223.96

17.61

Check Number Check Date	Amount
Inv 3-048-4948-55 10/21/19-11/20/19	148.04
Inv 3-048-5123-18 10/23/19-11/22/19	15.11
Inv 3-048-5123-44 10/23/19-11/22/19	9.89
Inv 3-048-5132-96 10/23/19-11/22/19	12.91
Inv 3-048-5135-50 10/23/19-11/22/19	196.44
309274 Total:	5,410.26
309290 12/11/2019	
Inv 3-000-5677-90 9/17/19 - 10/17/19	-2,789.26
Inv 3-000-5950-21 9/17/19 - 10/17/19	26.76
Inv 3-000-5950-22 9/17/19 - 10/17/19	113.81
Inv 3-000-7125-63 9/17/19 - 10/17/19	9.63
Inv 3-000-7125-66 9/17/19 - 10/17/19	19.54
Inv 3-000-7152-57 9/17/19 - 10/17/19	10.53
Inv 3-000-8455-69 9/17/19 - 10/17/19	30.13
Inv 3-000-9969-52 9/17/19 - 10/17/19	10.56
Inv 3-001-1810-93 9/17/19 - 10/17/19	31.00
Inv 3-001-1810-94 9/17/19 - 10/17/19	18.94
Inv 3-001-1810-98 9/17/19 - 10/17/19	39,538.69
Inv 3-001-1811-29 9/17/19 - 10/17/19	3,441.50
Inv 3-001-1811-44 9/17/19 - 10/17/19	447.25
Inv 3-001-1811-45 9/17/19 - 10/17/19	90.68
Inv 3-001-1811-48 9/17/19 - 10/17/19	27.64
Inv 3-001-1811-56 9/17/19 - 10/17/19	39.39
Inv 3-001-1811-58 9/17/19 - 10/17/19	29.24
Inv 3-001-1811-59 9/17/19 - 10/17/19	27.41
Inv 3-001-1811-63 9/17/19 - 10/17/19	9.77
Inv 3-001-1811-67 9/17/19 - 10/17/19	27.41
Inv 3-001-1811-68 9/17/19 - 10/17/19	69.05
Inv 3-001-1811-69 9/17/19 - 10/17/19	21.66
Inv 3-001-1811-75 9/17/19 - 10/17/19	50.69
Inv 3-001-1811-76 9/17/19 - 10/17/19	31.62
Inv 3-001-1811-77 9/17/19 - 10/17/19	26.32
Inv 3-001-1811-79 9/17/19 - 10/17/19	27.79
Inv 3-001-1811-80 9/17/19 - 10/17/19	25.71
Inv 3-001-1811-86 9/17/19 - 10/17/19	9.63
Inv 3-001-1811-87 9/17/19 - 10/17/19	14.60
Inv 3-001-1811-89 9/17/19 - 10/17/19	29.24
Inv 3-001-1811-90 9/17/19 - 10/17/19	25.39
Inv 3-001-1811-91 9/17/19 - 10/17/19	44.30
Inv 3-001-1811-92 9/17/19 - 10/17/19	12.70
Inv 3-001-1811-93 9/17/19 - 10/17/19	32.31
Inv 3-001-1811-95 9/17/19 - 10/17/19	10.76
Inv 3-001-1811-98 9/17/19 - 10/17/19	12.15
Inv 3-001-1812-06 9/17/19 - 10/17/19	19.83
Inv 3-001-1812-07 9/17/19 - 10/17/19	12.33
Inv 3-001-1812-08 9/17/19 - 10/17/19	38.93
Inv 3-001-1812-09 9/17/19 - 10/17/19	265.47
Inv 3-001-1812-10 9/17/19 - 10/17/19	39.35
Inv 3-001-1812-11 9/17/19 - 10/17/19	22.03
Inv 3-001-1812-12 9/17/19 - 10/17/19	13.30
Inv 3-001-1812-25 9/17/19 - 10/17/19	10.68
Inv 3-001-1812-26 9/17/19 - 10/17/19	522.74
Inv 3-001-1812-27 9/17/19 - 10/17/19	34.36
	3 1.50

Check Number Check Date Amount 25.49 Inv 3-001-1812-31 9/17/19 - 10/17/19 12.83 Inv 3-001-1812-32 9/17/19 - 10/17/19 Inv 3-001-1812-35 9/17/19 - 10/17/19 12.54 35.57 Inv 3-001-1812-36 9/17/19 - 10/17/19 Inv 3-001-1812-38 9/17/19 - 10/17/19 9.89 32.08 Inv 3-001-1812-39 9/17/19 - 10/17/19 1,856.55 Inv 3-001-9413-97 9/17/19 - 10/17/19 36.34 Inv 3-002-4372-43 9/17/19 - 10/17/19 9.63 Inv 3-002-4473-12 9/17/19 - 10/17/19 10.80 Inv 3-003-7341-83 9/17/19 - 10/17/19 Inv 3-004-3214-58 9/17/19 - 10/17/19 17.21 32.78 Inv 3-004-4562-56 9/17/19 - 10/17/19 2,518.79 Inv 3-008-8091-11 11/01/19-12/01/19 Inv 3-008-8091-12 11/01/19-12/01/19 547.76 7,408.69 Inv 3-008-8091-13 11/01/19-12/01/19 10.80 Inv 3-008-8091-14 11/01/19-12/01/19 150.88 Inv 3-008-8091-16 9/17/19 - 10/17/19 31.47 Inv 3-008-8091-17 11/04/19-12/05/19 Inv 3-008-8091-18 11/04/19-12/05/19 29.04 Inv 3-008-8091-19 11/04/19-12/05/19 22.52 36.68 Inv 3-008-8091-20 11/04/19-12/05/19 60.11 Inv 3-008-8091-21 11/04/19-12/05/19 24.56 Inv 3-008-8091-22 11/04/19-12/05/19 Inv 3-008-8091-23 11/04/19-12/05/19 42.52 Inv 3-008-8091-24 11/04/19-12/05/19 37.67 58.08 Inv 3-008-8436-55 11/04/19-12/05/19 46.37 Inv 3-016-0678-82 9/17/19 - 10/17/19 41.96 Inv 3-022-6051-15 9/17/19 - 10/17/19 Inv 3-022-6897-57 9/17/19 - 10/17/19 10.78 10.11 Inv 3-022-6897-89 9/17/19 - 10/17/19 10.26 Inv 3-022-6897-99 9/17/19 - 10/17/19 9.85 Inv 3-022-6898-05 9/17/19 - 10/17/19 11.39 Inv 3-022-6898-17 9/17/19 - 10/17/19 Inv 3-022-6898-28 10/29/19-11/27/19 9.64 65.60 Inv 3-025-4910-19 11/04/19-12/05/19 Inv 3-026-3223-65 10/25/19-11/25/19 13.66 9.07 Inv 3-026-6343-40 9/17/19 - 10/17/19 30.42 Inv 3-029-2458-05 10/25/19-11/25/19 19.99 Inv 3-032-4192-98 10/25/19-11/25/19 29.19 Inv 3-035-3494-19 10/28/19-11/26/19 13.61 Inv 3-045-0630-89 11/01/19-12/01/19 1,815.80 Inv 3-046-7147-27 9/17/19 - 10/17/19 0.09 Inv 3-048-3503-18 9/17/19 - 10/17/19 Inv 3-048-3503-31 9/17/19 - 10/17/19 11.62 0.49 Inv 3-048-3504-12 9/17/19 - 10/17/19 9.37 Inv 3-048-3504-73 9/17/19 - 10/17/19 Inv 3-048-3505-86 9/17/19 - 10/17/19 7.15 4.64 Inv 3-048-3506-21 9/17/19 - 10/17/19 Inv 3-048-3506-72 9/17/19 - 10/17/19 8.78 11.12 Inv 3-048-3507-28 9/17/19 - 10/17/19 0.21 Inv 3-048-3515-02 9/17/19 - 10/17/19 26.41 Inv 3-048-3515-19 9/17/19 - 10/17/19 12.85 Inv 3-048-3515-96 9/17/19 - 10/17/19 Inv 3-048-3520-99 9/17/19 - 10/17/19 124.00 Inv 3-048-3524-22 9/17/19 - 10/17/19 22.39 **Check Number Check Date Amount** 16.97 Inv 3-048-3528-66 9/17/19 - 10/17/19 25.37 Inv 3-048-3529-42 9/17/19 - 10/17/19 Inv 3-048-3530-52 9/17/19 - 10/17/19 0.42 3.49 Inv 3-048-3587-38 10/25/19-11/25/19 8.12 Inv 3-048-3587-48 9/17/19 - 10/17/19 1.10 Inv 3-048-3587-62 9/17/19 - 10/17/19 16.55 Inv 3-048-3593-95 9/17/19 - 10/17/19 15.33 Inv 3-048-3593-98 9/17/19 - 10/17/19 10.64 Inv 3-048-3594-16 10/25/19-11/25/19 3.53 Inv 3-048-3594-36 9/17/19 - 10/17/19 2,939.24 Inv 3-048-3599-01 9/17/19 - 10/17/19 17.36 Inv 3-048-3599-58 10/25/19-11/25/19 30.16 Inv 3-048-3599-97 9/17/19 - 10/17/19 Inv 3-048-3600-65 9/17/19 - 10/17/19 14.77 1,906.51 Inv 3-048-3601-53 9/17/19 - 10/17/19 1,290.11 Inv 3-048-3608-21 9/17/19 - 10/17/19 14.34 Inv 3-048-3657-98 10/28/19-11/26/19 283.82 Inv 3-048-3659-74 9/17/19 - 10/17/19 Inv 3-048-3662-71 9/17/19 - 10/17/19 17.59 Inv 3-048-3664-38 9/17/19 - 10/17/19 0.39 0.27 Inv 3-048-3670-65 9/17/19 - 10/17/19 0.37 Inv 3-048-3733-54 10/29/19-11/27/19 16.13 Inv 3-048-3735-77 9/17/19 - 10/17/19 Inv 3-048-3736-11 9/17/19 - 10/17/19 22.43 Inv 3-048-3750-12 9/17/19 - 10/17/19 0.99 16.36 Inv 3-048-3807-64 9/17/19 - 10/17/19 0.32 Inv 3-048-3810-70 9/17/19 - 10/17/19 0.23 Inv 3-048-3817-68 9/17/19 - 10/17/19 Inv 3-048-3819-71 9/17/19 - 10/17/19 10.89 24.48 Inv 3-048-3823-92 9/17/19 - 10/17/19 25.20 Inv 3-048-4151-49 9/17/19 - 10/17/19 34.95 Inv 3-048-4154-08 9/17/19 - 10/17/19 Inv 3-048-4157-19 11/01/19-12/01/19 56.77 Inv 3-048-4158-60 11/01/19-12/01/19 63.13 60.52 Inv 3-048-4159-93 11/01/19-12/01/19 Inv 3-048-4160-78 11/01/19-12/01/19 2.68 77.64 Inv 3-048-4160-91 11/01/19-12/01/19 19.91 Inv 3-048-4164-59 11/01/19-12/01/19 Inv 3-048-4164-78 11/01/19-12/01/19 28.06 17.69 Inv 3-048-4164-93 11/01/19-12/01/19 34.52 Inv 3-048-4168-72 11/01/19-12/01/19 39.82 Inv 3-048-4173-52 11/01/19-12/01/19 133.75 Inv 3-048-4954-40 9/17/19 - 10/17/19 Inv 3-048-4960-02 9/17/19 - 10/17/19 29.19 91.56 Inv 3-048-4960-34 9/17/19 - 10/17/19 Inv 3-048-4961-25 9/17/19 - 10/17/19 2.94 Inv 3-048-5125-68 9/17/19 - 10/17/19 42.48 22.02 Inv 3-048-5125-73 9/17/19 - 10/17/19 Inv 3-048-5127-24 9/17/19 - 10/17/19 12.54 1.08 Inv 3-048-5129-43 9/17/19 - 10/17/19 12.54 Inv 3-048-5129-59 9/17/19 - 10/17/19 0.62 Inv 3-048-5131-46 9/17/19 - 10/17/19 Inv 3-048-5131-47 9/17/19 - 10/17/19 11.66

Inv 3-048-5135-05 9/17/19 - 10/17/19

Inv 3-048-5136-08 9/17/19 - 10/17/19

31.69

15.97

Check Number	Check Date	Amount
Inv 3-048-5142-	29 9/17/19 - 10/17/19	12.76
Inv 3-048-7577-	55 9/17/19 - 10/17/19	986.24
Inv 3-048-7780-	.74 9/17/19 - 10/17/19	1.61
Inv 3-048-7781-	02 11/01/19-12/01/19	6.80
Inv 3-048-7781-	59 9/17/19 - 10/17/19	57.27
Inv 3-048-7781-	73 11/01/19-12/01/19	3,385.36
Inv 3-048-7782-	47 9/17/19 - 10/17/19	10.10
Inv 3-048-7782-	87 9/17/19 - 10/17/19	1.61
Inv 3-048-7783-	35 9/17/19 - 10/17/19	3.23
Inv 3-048-7784-	31 11/01/19-12/01/19	784.92
Inv 3-048-7785-	04 9/17/19 - 10/17/19	3.22
Inv 3-048-7785-	92 11/01/19-12/01/19	1,564.80
Inv 3-048-7786-	-19 9/17/19 - 10/17/19	6.80
Inv 3-048-7970-	18 9/17/19 - 10/17/19	6.80
309290 Total:		72,450.39
SOU6666 - So. CA E	dison Co. Total:	77,860.65
SCIV4011 - South C i 309275	ities Investigations 12/05/2019	
	Fee for pre-employment background invest	1,100.00
309275 Total:		1,100.00
SCIV4011 - South C	ities Investigations Total:	1,100.00
MON3111 - Stantec (309276	Consulting Sves Inc.	
	racesRsvr Engineering Svcs	1,438.40
309276 Total:		1,438.40
MON3111 - Stantec	Consulting Svcs Inc. Total:	1,438.40
STA5219 - Staples B 309277	usiness Advantage 12/05/2019	
	Public Works - Office Supplies	151.96
	Community Services - Office Supplies	141.10
	Community Services - Office Supplies Community Services - Office Supplies	73.91
	Community Services - Office Supplies	125.91
	Community Services - Office Supplies	145.18
	Community Services - Office Supplies	38.86
	Community Services - Office Supplies	44.77
	Community Services - Office Supplies Community Services - Office Supplies	438.66
	Community Services - Office Supplies Community Services - Office Supplies	48.84
	6 Community Services - Office Supplies	205.75
309277 Total:		1,414.94
	usiness Advantage Total:	1,414.94

STSM1020 - Studio Spectrum 309278 12/05/2019	
Inv 1384 Special Event Production / Post Producti	900.00
309278 Total:	900.00
STSM1020 - Studio Spectrum Total:	900.00
SUSI2994 - Sunset Singers	
309279 12/05/2019 Inv 12.17.19 Senior Christmas Program Performance Dep	250.00
309279 Total:	250.00
SUSI2994 - Sunset Singers Total:	250.00
SSSS8267 - Super Soccer Stars	
309280 12/05/2019 Inv Oct 2019 Class Instructor: Soccer, Super Soccer,	1,111.50
309280 Total:	1,111.50
307260 Polai.	1,111.00
SSSS8267 - Super Soccer Stars Total:	1,111.50
SUP3041 - Supreme Trophies & Gifts Co 309281 12/05/2019	
Inv 30417 Joanna Hankamer Name Plate-Badge	8.76
Inv 30439 Keni Lopez Name Plate-Badge	24.43
309281 Total:	33.19
SUP3041 - Supreme Trophies & Gifts Co Total:	33.19
BNYM6710 - The Bank of New York Mellon	
309282 12/05/2019 Inv 252-2242242 2016 Water Revenue Refunding Bonds 11/10	1,250.00
309282 Total:	1,250.00
BNYM6710 - The Bank of New York Mellon Total:	1,250.00
UPP7789 - Upper S.G.Mun. Water Dist. 309283 12/05/2019	
Inv 2/09-19 MWD Water Purchase for Supp. Wells Grave	33,552.30
309283 Total:	33,552.30
UPP7789 - Upper S.G.Mun. Water Dist. Total:	33,552.30
VECI8020 - Vecinos de South Pasadena	
A.P. Chack Datail (12/11/2010 - 10:06 AM)	Page 14

Check Number Check Date	Amount
309284 12/05/2019	
Inv R100491/107045 Refund Security Deposit for WMB	500.00
309284 Total:	500.00
VECI8020 - Vecinos de South Pasadena Total:	500.00
VEWI8020 - Vision Electric Wholesale Inc. 309285 12/05/2019	
Inv 36022 Electrical Supplies	98.55
Inv 36070 Electrical Supplies	150.61
Inv 36153 Electrical Supplies	48.40
Inv 36204 Electrical Supplies	113.92
Inv 36243 Electrical Supplies	56.72
Inv 36328 Electrical Supplies	236.52
Inv 36412 Electrical Supplies	151.11
Inv 36413 Electrical Supplies	141.52
309285 Total:	997.35
VEWI8020 - Vision Electric Wholesale Inc. Total:	997.35
JAWG5270 - Wang, Julia	
309286 12/05/2019	50.00
Inv R106947/107063 Reimburse Class Fee due to Low Enrollmen	50.00
309286 Total:	50.00
JAWG5270 - Wang, Julia Total:	50.00
PUFG8267 - Wong, Pauline	
309288 12/05/2019 Inv November 2019 Instructor: Line Dance Class November 20	188.00
309288 Total:	188.00
PUFG8267 - Wong, Pauline Total:	188.00
MZLN8267 - Zeledon, Maria 309289 12/05/2019	
Inv Fall 2019 Class Instructor: Spanish 1 Class	537.30
in Full 2017 Class Institution. Spainist F Class	
309289 Total:	537.30
MZLN8267 - Zeledon, Maria Total:	537.30
Total:	213,512.45

ATTACHMENT 3 General City Warrant List

Accounts Payable

Check Detail

User: ealvarez

Printed: 12/11/2019 - 10:04AM



Check Number Check Date	Amount
AAEN8170 - A & A Enterprises Inc. 309291 12/18/2019	
Inv 138479 Fire Alarm Testing at Mission/Meridian P	310.00
309291 Total:	310.00
AAEN8170 - A & A Enterprises Inc. Total:	310.00
AIRT5150 - Air Tro	
309292 12/18/2019	407.70
Inv 389960 Perform leak checks - Garfield Reservoir	487.70 609.94
Inv 389988 Perform leak checks - Garfield Reservoir Inv 390130 Perform leak checks - Garfield Reservoir	439.50
Inv 391497 Perform leak checks - Garfield Reservoir	462.00
309292 Total:	1,999.14
AIRT5150 - Air Tro Total:	1,999.14
ALH0179 - Alhambra Car Wash	
309293 12/18/2019	412.00
Inv 26394 Police Department Card WashesAnnual P.O Inv Aug 2019 Police Department Card WashesAnnual P.O	363.00
309293 Total:	775.00
ALH0179 - Alhambra Car Wash Total:	775.00
ALL0197 - All Star Fire Equipment, Inc. 309294 12/18/2019	
Inv 219640 Annual P.O. for Safety Clothing / Expens	659.74
Inv 219726 Annual P.O. for Safety Clothing / Expens	410.63
309294 Total:	1,070.37
ALL0197 - All Star Fire Equipment, Inc. Total:	1,070.37
AMBB9289 - American Business Bank 309295 12/18/2019	
Inv 15 Graves Reservoir Project Escrow Account	19,504.50
309295 Total:	19,504.50

AMBB9289 - American Business Bank Total:	19,504.50
BXPD2910 - Baxters Productions 309296 12/18/2019	
Inv 11.26.19 Refund Police Film Deposit	105.00
309296 Total:	105.00
BXPD2910 - Baxters Productions Total:	105.00
BEDR6116 - Best Drive	
309297 12/18/2019 Inv 21000316 Replacement of Tires for Unit# 635	725.43
	725.42
309297 Total:	725.43
BEDR6116 - Best Drive Total:	725.43
WDFD6116 - Bob Wondries Ford 309298 12/18/2019	
Inv 591432 Repairs to Police Unit # 1706	138.31
309298 Total:	138.31
WDFD6116 - Bob Wondries Ford Total:	138.31
BUR4018 - Burro Canyon Shooting Park 309299 12/18/2019	
Inv 2055 Range Fee for 10/1/19.	100.00
309299 Total:	100.00
BUR4018 - Burro Canyon Shooting Park Total:	100.00
CAL5236 - CA Linen Services 309300 12/18/2019	
Inv 1722504 Department Supplies	78.17
Inv 1724828 Department Supplies	97.06
309300 Total:	175.23
CAL5236 - CA Linen Services Total:	175.23
CAN0607 - Cantu Graphics 309301 12/18/2019	
Inv 5685 Department Supplies	36.68
309301 Total:	36.68

Check Number Check Date	Amount
CAN0607 - Cantu Graphics Total:	36.68
ALH4011 - City of Alhambra 309302 12/18/2019	
Inv SoPa10/19 Inmate housing - 10/19.	3,526.00
309302 Total:	3,526.00
ALH4011 - City of Alhambra Total:	3,526.00
CMME4011 - Commline Inc. 309303 12/18/2019	
Inv 0161071-IN Repair to Unit # 0218 (Idle Switch)	263.33
Inv 0174819-IN Repair to Unit # 1404 Replace. Aux Odyss	395.87 230.00
Inv 0175019-IN 2 Headsets w/ noise cancelling for Polic Inv 0178611-IN 3 Headsets w/ noise cancelling for Polic	340.00
309303 Total:	1,229.20
CMME4011 - Commline Inc. Total:	1,229.20
CONN6711 - Conney Safety	
309304 12/18/2019	246.22
Inv 05788821 Safety Supplies for Street Trees	246.32
309304 Total:	246.32
CONN6711 - Conney Safety Total:	246.32
DSP0755 - D & S Printing	
309305 12/18/2019	421.58
Inv 8539 1000 Proof of Service Forms Police Depar Inv 8551 2 Self-Inking Rubber Stamps	145.64
309305 Total:	567.22
	5(7.22
DSP0755 - D & S Printing Total:	567.22
DBEL5010 - DB Electronics 309306 12/18/2019	
Inv 1083 Vehicle Maintenance AU81	300.00
309306 Total:	300.00
DBEL5010 - DB Electronics Total:	300.00
DOJ4011 - Dept of Justice 309307 12/18/2019	
Inv 409325 Applicant fingerprinting: Sept. 2019	192.00
Inv 415550 Application Fingerprinting	420.00

Check Number	Check Date	Amount
309307 Total:		612.00
DOJ4011 - Dept of	Justice Total:	612.00
EURO6710 - Eurofi 309308	ins Eaton Analytical 12/18/2019	
Inv L0478572	Water Quality Laboratory Testing Service	127.00
	Water Quality Laboratory Testing Service	450.00
	Water Quality Laboratory Testing Service	127.00
Inv L0482047	Water Quality Laboratory Testing Service	405.00
309308 Total:		1,109.00
EURO6710 - Eurofi	ins Eaton Analytical Total:	1,109.00
EWEM6010 - Ewin 309309	g Irrigation El Monte 12/18/2019	
Inv 8653320 I	rrigation Supplies for orange grove par	297.53
309309 Total:		297.53
EWEM6010 - Ewin	g Irrigation El Monte Total:	297.53
GAR5011 - Garvey 309310	Equipment Co 12/18/2019	
Inv 122584 St	reet Tree Supplies (Climbing Gear)	337.46
Inv 124251 St	reet Tree Supplies (Chainsaw Chain & P	93.15
309310 Total:		430.61
GAR5011 - Garvey	Equipment Co Total:	430.61
GEN1207 - General 309311	Pump Company 12/18/2019	
Inv 27343 An	nual Maint. of City Wells &Booster Pu	3,773.75
309311 Total:		3,773.75
GEN1207 - General	Pump Company Total:	3,773.75
GOL4011 - Golden 309312	West College 12/18/2019	
	Fraining class on Mar. 2-20, 2020 for Po	350.00
	Fraining class on Mar. 16-2, 2020 for Cp	254.00
309312 Total:		604.00
GOL4011 - Golden	West College Total:	604.00

GPPT9090 - Gopher Patrol	
309313 12/18/2019	
Inv 382569 Gopher Patrol / Abatement	250.00
Inv 382570 Gopher Patrol / Abatement	95.00
309313 Total:	345.00
GPPT9090 - Gopher Patrol Total:	345.00
GRA1244 - Graffitti Control Systems	
309314 12/18/2019	992.00
Inv SPAS1019 Citywide Graffiti Removal	882.00
309314 Total:	882.00
GRA1244 - Graffitti Control Systems Total:	882.00
HIW6710 - Hi-Way Safety Inc	
309315 12/18/2019 Inv 96082 Small Limited Purchasing of Traffic Sing	519.24
309315 Total:	519.24
507513 10th.	
HIW6710 - Hi-Way Safety Inc Total:	519.24
INCG6011 - Interwest Consulting Group 309316 12/18/2019	
Inv 54607 On-Call Construction Management & Inpect	17,455.00
309316 Total:	17,455.00
DICCONT. Leavening Committee Committee	17.455.00
NCG6011 - Interwest Consulting Group Total:	17,455.00
IICC 8025 - Irwindale Industrial Clinic 309317 12/18/2019	
Inv 279976-927170 DOT Physical, Snellen, Urinalysis Dip	50.00
309317 Total:	50.00
IICC8025 - Irwindale Industrial Clinic Total:	50.00
ISAR4011 - Jack's Auto Repair	
309318 12/18/2019 Inv. 16 448 PD Vahiala Maint Unit # 1201	909 (0
Inv 16,448 PD Vehicle Maint. Unit # 1201 Inv 16.467 PD Vehicle Maint. Unit # 0213	898.60 799.01
Inv 16,467 PD Vehicle Maint. Unit # 0213 Inv 16,476 PD Vehicle Maint. Unit # 1703	63.82
Inv 16,476 PD Vehicle Maint. Unit # 1703	63.82
Inv 16,477 PD Vehicle Maint. Unit # 0213 Inv 16,478 PD Vehicle Maint. Unit # 1405	298.26
Inv 16,478 PD Vehicle Maint. Unit # 1405 Inv 16,493 PD Vehicle Maint. Unit # 9429	799.46
Inv 16,502 Transit Division Maint. Unit # 80	55.00
Inv 16,505 Transit Division Maint. Unit # 78	736.01
,	
AD CL. I.D. (1/10/11/2010, 10.04 AD)	

Amount
592.26
173.83
73.67
545.22
226.10
69.86
5,394.92
5,394.92
67.43
470.64
479.79
104.03
479.38
241.85
48.87
259.80 48.73
5.26
2,205.78
2,205.78
249.90
389.86
506.51
1,146.27
1,146.27
194.00
194.00
194.00
174.00
174.00
174.00
4,267.61

LAN6401 - Landscape Structures Inc Total:	4,267.61
LETS4011 - Law Enforcement Training Solutions, LLC 309323 12/18/2019	
Inv VA2020 Training class on Jan. 21-23,2020 for C	388.00
309323 Total:	388.00
LETS4011 - Law Enforcement Training Solutions, LLC Total:	388.00
MNST2013 - Mainstream Unlimited 309324 12/18/2019	
Inv 092019 Consulting Professional Services for Ris	4,200.00
309324 Total:	4,200.00
MNST2013 - Mainstream Unlimited Total:	4,200.00
MAT5563 - Matt Chlor Inc	
309325 12/18/2019 Inv 22962 Sodium Hyperchlorite ChloringPurchase	48.18
309325 Total:	48.18
MAT5563 - Matt Chlor Inc Total:	48.18
MSSM6601 - Mission Smog 309326 12/18/2019	
Inv 2473 Smog check water division vehicles	45.00
Inv 2475 Smog check water division vehicles	45.00
309326 Total:	90.00
MSSM6601 - Mission Smog Total:	90.00
MLLC5490 - Molina, Lucy Jane	
309327 12/18/2019 Inv L16153 Refund Overpayment for Passport Fee	10.00
309327 Total:	10.00
MLLC5490 - Molina, Lucy Jane Total:	10.00
BILT4011 - Muay Thai Boxing & MMA Gear	
309328 12/18/2019 Inv 11192019 Accessories for Defensive Tactics Progra	359.63
309328 Total:	359.63

BILT4011 - Muay Thai Boxing & MMA Gear Total:	359.63
PHCP9255 - Pacific Hydrotech Corp.	
309329 12/18/2019 Inv 15 Graves Reservoir Replacement Project	370,585.50
309329 Total:	370,585.50
PHCP9255 - Pacific Hydrotech Corp. Total:	370,585.50
PMHE6116 - Pape Material Handling Exchange 309330 12/18/2019	
Inv 6377830 Street Trees	424.88
309330 Total:	424.88
PMHE6116 - Pape Material Handling Exchange Total:	424.88
PLMS6310 - Pasadena Lawnmower's Inc. 309331 12/18/2019	
Inv 3138 Median Ground Cover (Huntington Dr.)	245.10
Inv 3163 Median Supplies (Huntington Dr.)	111.13
309331 Total:	356.23
PLMS6310 - Pasadena Lawnmower's Inc. Total:	356.23
PWP4465 - Pasadena Water & Power 309332 12/18/2019	
Inv 80176-1 Water purchase for the Pasadena pressure	5,406.96
309332 Total:	5,406.96
PWP4465 - Pasadena Water & Power Total:	5,406.96
PSSG4010 - Performance Star Smog 309333 12/18/2019	
Inv 015748 Annual Fleet Smog Check Unit # 318	60.00
309333 Total:	60.00
PSSG4010 - Performance Star Smog Total:	60.00
PHOE4610 - Phoenix Group Information Systems 309334 12/18/2019	
Inv 082019184 Citations processed for the month of 8/1 Inv 092019184 Citations processed for the month of 9/1	2,400.24 3,250.03
309334 Total:	5,650.27

PHOE4610 - Phoenix Group Information Systems Total: PEDS6010 - Prime Electric Distributors	5,650.27
DEDS6010 Duimo Electric Distributore	
r EDSOUTO - FTHIRE EJECTRIC DISTRIBUTORS	
309335 12/18/2019	
Inv S1398041.001 Street Light Wire Supplies	484.33
Inv S1399019.001 Arroyo Park Fan Replacement	198.20
Inv S1399198.001 Short Cap - 24 Intermatic	7.67
Inv S1399519.001 Arroyo Park Restroom Exhaust Fan	178.91
200225 Tabil	869.11
309335 Total:	809.11
PEDS6010 - Prime Electric Distributors Total:	869.11
POSU8132 - Prudential Overall Supply	
309336 12/18/2019	12.47
Inv 52280815 Public Works Scraper Mats	19.35
Inv 52280816 Public Works Scraper Mats	12.47
Inv 52283042 Public Works Scraper Mats	19.35
Inv 52283043 Public Works Scraper Mats	12.47
Inv 52285252 Public Works Scraper Mats	19.35
Inv 52285253 Public Works Scraper Mats	19.33
Inv 52287477 Public Works Scraper Mats	19.35
Inv 52287478 Public Works Scraper Mats	12.47
Inv 52289697 Public Works Scraper Mats	19.35
Inv 52289698 Public Works Scraper Mats Inv 52291925 Public Works Scraper Mats	12.47
Inv 52291926 Public Works Scraper Mats	19.35
Inv 52294155 Public Works Scraper Mats	12.47
Inv 52294156 Public Works Scraper Mats	19.35
Inv 52296392 Public Works Scraper Mats	12.47
Inv 52296393 Public Works Scraper Mats	19.35
Inv 52298616 Public Works Scraper Mats	12.47
Inv 52298617 Public Works Scraper Mats	19.35
Inv 52300863 Public Works Scraper Mats	12.47
Inv 52300864 Public Works Scraper Mats	19.35
Inv 52305287 Uniform Cleaning Services	67.73
Inv 52305287 Public Works Scraper Mats	12.47
Inv 52305290 Uniform Cleaning Services	73.51
Inv 52311955 Uniform Cleaning Services	67.73
Inv 52311956 Public Works Scraper Mats	12.47
Inv 52311957 Public Works Scraper Mats	19.35
Inv 52311958 Uniform Cleaning Services	73.70
309336 Total:	645.16
POSU8132 - Prudential Overall Supply Total:	645.16
RED8995 - Red Wing Shoe Store 309337 12/18/2019	
Inv 989-1-21357 Safety Steel Toed Boots for Lorenzo Palm	233.18
309337 Total:	233.18

1,221.50
1,221.50
1,221.50
1,221.50
138 00
138 00
150.00
138.00
138.00
267.00
435.00
702.00
702.00
8,240.23
8,240.23
8,240.23
274.87
274.87
274.87

SRTO4011 - Serrato & Associates, Inc. Total:	80.00
REP6115 - Siemens Mobility, Inc.	
309344 12/18/2019	
Inv 5610189825 Citywide Traffic Signal Maintenance	2,163.63
309344 Total:	2,163.63
REP6115 - Siemens Mobility, Inc. Total:	2,163.63
STA5219 - Staples Business Advantage 309345 12/18/2019	
Inv 3430371616 Office Supplies Police Department	305.76
Inv 3430451657 Department Expense - Supplies	255.30
Inv 3430451658 Department Expense - Supplies	64.27
Inv 3430527283 Department Expense - Supplies	143.20
Inv 3430527284 Department Expense - Supplies	377.74
309345 Total:	1,146.27
STA5219 - Staples Business Advantage Total:	1,146.27
SWRCB900 - SWRCB Accounting Office	
309346 12/18/2019	0.520.00
Inv SW-0179568 Annual Waste Discharge Permint Fee	8,539.00
309346 Total:	8,539.00
SWRCB900 - SWRCB Accounting Office Total:	8,539.00
TOM4455 - Tom's Clothing & Uniforms Inc 309347 12/18/2019	
Inv 1,815 Annual P.O. for Uniforms & Accessories f	120.45
309347 Total:	120.45
TOM4455 - Tom's Clothing & Uniforms Inc Total:	120.45
UND6710 - Underground Service Alert	
309348 12/18/2019	
Inv 1020190696 Underground service alert fee	203.05
Inv 18dsbfe6002 Underground service alert fee	101.07
309348 Total:	304.12
UND6710 - Underground Service Alert Total:	304.12
UPP7789 - Upper S.G.Mun. Water Dist. 309349 12/18/2019	
Inv 2/10-19 Water Purchase from MWD	43,698.70
III 2/10 17 Water I divinate from 1917/D	.5,070.70
AP Charle Datail (12/11/2010 - 10:04 AM)	Dage 11

Check Number Check Date	Amount
309349 Total:	43,698.70
UPP7789 - Upper S.G.Mun. Water Dist. Total:	43,698.70
WES4152 - West Coast Arborists, Inc. 309350 12/18/2019	
Inv 1-5431 Preventitive Tree Maint, for Water Facil	1,120.00
Inv 1-5432 Preventitive Tree Maint, for Water Facil	2,240.00
Inv 1-5433 Preventitive Tree Maint, for Water Facil	560.00
309350 Total:	3,920.00
WES4152 - West Coast Arborists, Inc. Total:	3,920.00
YTI1023 - Y Tire Sales	
309351 12/18/2019	
Inv 0012371 Eagle RSA Tire Disposal Fee Police Depar	438.12
309351 Total:	438.12
YTI1023 - Y Tire Sales Total:	438.12
Total:	530,409.10

ATTACHMENT 4 Prepaid & General Warrant Voids

Accounts Payable

Void Check Proof List

User:

ealvarez

Printed:

12/09/2019 - 11:41AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Туре	PONumber	Close PO?	Line Item
Vendor: RUYO2994 Check No: 308945	Ruth Younger Check Date: 250.00	11/06/2019 RTYG11.27.19	10/28/2019	Thanksgiving Luncheon Entertainmen					No	0
101-0000-0000-2994-001										
Check Total:	250.00									
Vendor Total:	250.00									
Report Total:	250.00									

Accounts Payable

Void Check Distribution List

User:

ealvarez

Printed:

12/9/2019 - 11:42 AM



	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund	250.00 0.00	0.00 250.00	101-0000-0000-1000-000 101-0000-0000-2994-001	Cash & Cash Equivalents Designated Gifts - Sr. Center	RUYO2994
Total for Section 1:101	250.00	250.00			
Grand Total:	250.00	250.00			



City Council Agenda Report

ITEM NO. 10

DATE:

December 18, 2019

FROM:

Stephanie DeWolfe, City Manager

PREPARED BY:

Shahid Abbas, Public Works Director

Kristine Courdy, Deputy Public Works Director

SUBJECT:

Second Reading and Adoption of an Ordinance to Amend Chapter 31

of the South Pasadena Municipal Code to Correct Inconsistent

Definitions of a Parkway

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an Ordinance to amend Chapter 31 of the South Pasadena Municipal Code (SPMC) to correct inconsistent definitions of a parkway.

Discussion/Analysis

On December 4, 2019, City Council introduced an ordinance Chapter 31 (Streets and Sidewalks) of the SPMC to correct inconsistent definitions of parkway definitions. To correct these inconsistencies, it is recommended to update the following sections of Chapter 31 of the SPMC:

- SPMC Section 31.2-1B (under Newsracks Definition) (h): "Parkway" means that area between the sidewalks and the curb of any street, and where there is no sidewalk, that area between the edge of the roadway and the property line adjacent thereto excluding sidewalk (if present). Parkway also includes any area within a roadway which is not open to-vehicular travel.
- SPMC Section 31.47: Parkway. The area between the edge of the roadway and the property line adjacent thereto excluding sidewalk (if present). That portion of a street other-than-a roadway or a sidewalk.
- SPMC Section 31.48 (a): Responsibility. Pursuant to the requirements of this chapter, the owner of private property adjoining the area between the curb and the sidewalk known as the parkway shall be responsible to plant, install and maintain landscaping in the parkway for the entire frontage of the adjoining property in accordance with the following provisions.
- SPMC Section 31.48 (c) (1) Provision of Landscaping. The parkway area between the sidewalk and the curb shall be landscaped with live plant and non-living material and maintained in a neat and healthy condition.

Amend Chapter 31 of the SPMC to Correct Inconsistent Definitions of a Parkway Date December 18, 2019
Page 2 of 2

Next Steps

1. If adopted, the Ordinance shall take effect thirty days after its final passage.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact.

Public Notification of Agenda Item

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

Attachment: Ordinance Amending Chapter 31 of the SPMC

ORDINANCE NO.____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING CHAPTER 31 ("STREETS AND SIDEWALKS") OF THE SOUTH PASADENA MUNICIPAL CODE

SECTION 1. Article I (In General) Section 31.2-1B (Newsracks – Definitions), subsection (h) ("Parkway") is amended to read as follows:

"Parkway" means that area between the edge of the roadway and the property line adjacent thereto excluding sidewalk (if present).

SECTION 2. Article V (Parkway Improvements, Obstructions and Temporary Driveways) Section 31.47 (Definitions) is amended to read as follows:

"31-47 Definitions.

For the purpose of this article, unless it is plainly evident from the context that a different meaning is intended, certain terms used herein are defined as follows:

Parkway. The area between the edge of the roadway and the property line adjacent thereto excluding sidewalk (if present).

Sidewalk. A public sidewalk constructed of portland cement concrete."

SECTION 3. Article V (Parkway Improvements, Obstructions and Temporary Driveways) Section 31.48 (Landscaping standards—Parkway improvements), subsection (a) is amended to read as follows:

"Responsibility. Pursuant to the requirements of this chapter, the owner of private property adjoining the parkway shall be responsible to plant, install and maintain landscaping in the parkway for the entire frontage of the adjoining property in accordance with the following provisions."

SECTION 4. Article V (Parkway Improvements, Obstructions and Temporary Driveways) Section 31.48 (Landscaping standards—Parkway improvements), subsection (c)(1) (Parkway Landscaping) is amended to read as follows:

"Provision of Landscaping. The parkway shall be landscaped with live plant and non-living material and maintained in a neat and healthy condition."

SECTION 5. 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 6. **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 7. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

SECTION 8. 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 day of, 2						
	Marina Khubesrian, M.D., Mayor					
ATTEST:	APPROVED AS TO FORM:					
Evelyn G. Zneimer, City Clerk (seal)	Teresa L. Highsmith, City Attorney					
Date:						
//						
//						
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I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of
the City of South Pasadena, California, at a regular meeting held on the day of,
2019, by the following vote:
AYES:
NOES:
ABSENT: ABSTAINED:
Evelyn G. Zneimer, City Clerk
(seal)



City Council Agenda Report

ITEM NO. 11

DATE:

December 18, 2019

FROM:

Stephanie DeWolfe, City Manager

PREPARED BY:

Shahid Abbas, Director of Public Works

Julian Lee, Deputy Director of Public Works

SUBJECT:

Approval of Purchase Order with Camino Real Chevrolet for a not-to-exceed amount of \$64,000 for the Purchase of Two 2019 Chevrolet Bolt with a Grant under Local Government Partnership Program from South Coast Air

Quality Management District (AOMD)

Recommendation

It is recommended that the City Council:

- 1. Accept a pricing quotation dated October 28, 2019 from Camino Real Chevrolet for the purchase of Two 2019 Chevrolet Bolt; and
- 2. Authorize the City Manager to execute the agreements and any amendments with Camino Real Chevrolet for a not-to-exceed amount of \$64,000 (\$62,208.20 for the bid amount and \$1,781.80 for contingency);
- 3. Authorize the fund transfer of \$32,000 from Water Enterprise Fund Reserve to Water Capital Outlay Automotive (500-6010-6711-8540) and \$32,000 from Sewer Enterprise Fund Reserve to Sewer Capital Outlay Automotive (210-6010-6501-8540); and
- 4. Reject all other bids received.

Discussion/Analysis

On, February 14, 2019, the City of South Pasadena (City) was awarded \$50,000 from the Local Government Partnership Program under AB 2766 Discretionary Fund from South Coast Air Quality Management District (AQMD). The allotted funds will be used to procure two zero-emission vehicles (\$20,000) and to install a limited access Level 3/Fast Charge type Electric Vehicle (EV) charging station (\$30,000) at City Hall.

In order to take advantage of the AQMD's funding match of \$20,000 for the two zero-emission vehicles, the staff investigated the use of hydrogen and all electric vehicles. There are two hydrogen vehicles readily available on the market: 2019 Toyota Mirai and 2019 Hyundai Nexo, both of which are significantly more expensive (approximately \$65,000) than the EVs.

The other EVs that were looked into were the Nissan Leaf Plus, Hyundai Kona, Kia Niro, and the Tesla Model 3 Standard. The Chevrolet Bolt has an EPA estimated 238 city miles of range per full charge, which is comparable to other researched vehicles. However, considering both the price and the range per charge, the Chevrolet Bolt was deemed the best option.

Approval of the Purchase of Two 2019 Chevrolet Bolt December 18, 2019 Page 2 of 3

Staff contacted four Chevrolet dealers (George Chevrolet, Camino Real Chevrolet, Allen Gwynn, and Chevrolet of Montebello) for the pricing of two Chevrolet Bolt. On October 28, 2019, Staff received two bids with results as follows:

Vendor	Bid Amount
Camino Real Chevrolet	\$31,104.10
Allen Gwynn	\$31,348.01
George Chevrolet	Stock Unavailable; No Bid Submitted
Chevrolet of Montebello	Stock Unavailable; No Bid Submitted

The above costs include all taxes and fees. Staff has checked references for Camino Real Chevrolet. If purchase is authorized, it is anticipated that the 2019 Chevrolet Bolt will be delivered within 4-6 weeks after issuance of the purchase order.

In addition, the purchase of the two EVs was not included in the Fiscal Year (FY) 2019-20 Adopted Budget; therefore, two fund transfers from both Water Enterprise Fund Reserve and Sewer Enterprise Fund Reserve are required. A fund transfer of \$32,000 from Water Enterprise Fund Reserve to Water Capital Outlay - Automotive (500-6010-6711-8540) and another fund transfer of \$32,000 from Sewer Enterprise Fund Reserve to Sewer Capital Outlay - Automotive (210-6010-6501-8540) will be executed.

Background

Currently, there are three pool vehicles for the Public Works Department. Here are the details of the vehicles:

Unit	Vehicle	Fuel Type	Assignment
101	2005 Toyota Prius	Hybrid	Public Works – Engineering
103	2017 Chevrolet Bolt	Electric	PW Operations Manager
13	2009 Honda Civic	CNG	Water Operations Manager

Two of these vehicles are dedicated to Public Works Operations Manager and Water Operations Manager to provide oversight and guidance on ongoing operational and capital projects throughout the city. Only one vehicle is available as a pool vehicle for multiple Public Works Department staff to perform necessary assignments without having staff using personal vehicles for City business. Furthermore, Director of Public Works and two Deputy Directors of Public Works do not have any dedicated vehicles for day-to-day operations like performing site visits around the City, meeting with residents and attending meetings, etc.

In addition, the City of South Pasadena commits to being a community leader by aggressively incorporating zero-emission vehicles into its fleet operations. The two of the current pool vehicles are over ten years old and are not zero-emission vehicles; therefore, these vehicles will be retired in the near future and the replacements will be needed.

Approval of the Purchase of Two 2019 Chevrolet Bolt December 18, 2019 Page 3 of 3

The two new EVs will be utilized by both Public Works Department staff and other City Hall staff to handle City business within the city but also to drive to both regional and inter-city meetings throughout Los Angeles County.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The FY 2019-20 Budget adopted by the City Council does not includes funding for the purchase of the two electric vehicles; therefore, two fund transfers - \$32,000 from Water Enterprise Fund Reserve to Water Capital Outlay - Automotive (500-6010-6711-8540) and \$32,000 from Sewer Enterprise Fund Reserve to Sewer Capital Outlay - Automotive (210-6010-6501-8540) will be required. As the match funds, AQMD will pay \$20,000 for the two EVs.

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. Executed Contract with South Coast Air Quality Management District
- 2. Bid submitted by Camino Real Chevrolet Dated October 28, 2019.

ATTACHMENT 1

Executed Contract with South Coast Air Quality Management District



21865 Copley Drive Diamond Bar, CA 91765 909.396.3269

February 14, 2019

Marisol Romero City of South Pasadena 1414 Mission St. South Pasadena, CA 91030

Dear Ms. Romero:

Enclosed is a fully executed AB 2766 Discretionary Fund contract for your records. The contract number is **ML18092**. Please include your contract number on ALL correspondence sent to the MSRC when referencing this project. Please address all correspondence to:

Leah Alfaro
South Coast Air Quality Management District / MSRC
21865 Copley Drive
Diamond Bar, CA 91765
(909) 396-2036
leah@cleantransportationfunding.org

Included in this letter you will find copies of the MSRC's policies and procedures for progress reporting and contract modifications, samples of progress reports and invoices you will be submitting during the contract term, and a copy of the final report format. Please read this information carefully and keep it in your contract file for future reference.

Progress Reports

Progress reports should contain all pertinent information related to contract performance during the specified period. Informative progress reports are critical as they are used to evaluate the overall performance under the contract. MSRC staff also uses them as a tool for determining if any MSRC action needs to be taken due to problems or delays. If for some reason you need to extend the term of your contract or change the scope of the project, it is very important that you record this in your progress reports and notify us immediately. Do not change your project/contract without prior approval of the MSRC.

Please refer to the Schedule of Deliverables in your contract to determine if your reporting frequency is monthly or quarterly. Quarterly reports are used for contracts with a long lead-time, for example, buying vehicles or the conversion of vehicles. This basically covers the Alternative Fuels categories, which includes Public Transit Fleets, School Bus Fleets, and Fleet Acquisitions. Monthly reporting is typically used for TCM and all other categories. Exceptions to the monthly reporting rule may be considered if contract milestones are not triggered for a long length of time.

Note: All heavy-duty contracts include a supplemental requirement for Annual Reports. Please refer to the Schedule of Deliverables for further details. This reporting requirement is in addition to the Monthly/Quarterly and Final Reports. All vehicle purchase and fueling station contracts include the requirement to apply MSRC decals to MSRC-funded vehicles and/or fueling stations. Decals will be provided by MSRC staff upon notification that subject fueling station equipment and/or vehicles are placed into service.

A spreadsheet is used by Contracts staff to track the timely submission of progress reports. This spreadsheet is submitted to the MSRC-TAC and the MSRC for their review on a monthly basis. Be aware that failure to provide the required documentation of progress will delay the payment of any invoices that are submitted on the contract and can result in termination of your contract. You will find the "Policy to Terminate Contracts Due to Lack of Progress/Response by Contractors" and a sample progress report attached. Please refer to the Contract for reporting guidelines.

Contract Modifications

Any requests for contract modifications must be submitted to the MSRC Contract Administration staff in writing. Requests must be submitted at least ten days prior to the monthly MSRC-TAC meeting (typically held on the first Thursday of each month). The procedure for presenting your request to the MSRC for approval and the processing of subsequent paperwork takes approximately six to eight weeks to complete.

Upon receipt, your request will be presented to a subcommittee for evaluation. The subcommittee will present its recommendation to the MSRC-TAC, and the TAC will make a recommendation to the MSRC. The MSRC will grant final approval or disapproval of the request. Any contract changes made without prior approval of the MSRC will be at the contractor's own risk. If the MSRC does not approve the change, the contractor will not be reimbursed for any costs incurred as a result of the unapproved change. The "Policy for Contract Modifications" is attached.

Invoicing

Funds are dispersed on a reimbursement basis. Invoices must be submitted on your company/agency letterhead. Supporting documentation of individual charges, including equipment, materials, supplies, subcontractors and other charges, is required for all AB 2766 expenditures. Contractor's failure to provide receipts shall be grounds for nonpayment of such charges.

If any billed expenses are for Contractor's direct labor, they must be detailed in terms of number of hours by task, hourly rate, and professional category. Co-funding expenditures for the billing period must also be tracked and documented when invoicing for AB 2766 funds. For projects that involve the purchase of vehicles, a Letter of Certification and a Delivery Receipt should be included. Refer to your agreement for specific guidelines.

Promotion

Your contract has an outreach requirement to promote the MSRC's co-funding of this project to the media and/or community. Please refer to your contract to determine what outreach requirements are necessary.

Final Reports

Per the contract, a comprehensive final report shall be provided to the MSRC prior to the end of the contract term. The final report shall follow the MSRC's Final Report Format and is subject to review and approval by the MSRC. You are required to submit the final report in hard copy, as well as electronically, in a single Microsoft Word or Adobe Portable Document Format document. Project photographs are also to be submitted electronically. The Final Report Format is enclosed with this letter and is also available on the Clean Transportation Funding website under Contractor Resources.

I hope this letter answers most of your questions. Please feel free to call me at (909) 396-3269 to discuss any problems or concerns you may have.

Sincerely,

Cynthia Ravenstein

Cantha

MSRC Contracts Administrator

Encl:

Executed Contract
Policy to Terminate Contracts
Progress Report Template
Policy on Contract Modification
AQMD Standard Photo Release Form
Sample Outreach Plan



AB 2766/MSRC LOCAL GOVERNMENT PARTNERSHIP PROGRAM CONTRACT

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of South Pasadena (referred to here as "CONTRACTOR") whose address is 1414 Mission Street, South Pasadena, California 91030.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
- B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
- E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Partnership Program Application dated July 19, 2018.
- F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

DMV FEES

CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION

- A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no

- case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.
- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. TERM

The term of this Contract is for seventy two (72) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.

SUCCESSORS-IN-INTEREST

This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.

7. REPORTING

CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

9. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE

CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. The SCAQMD Contract Number must be included on the face of the certificate. If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

11. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

12. DISCLAIMER OF WARRANTY

The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

13. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Fifty Thousand Dollars (\$50,000) in accordance with Attachment 2 Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765-4178 Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
- 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
- CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
- 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

14. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

15. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.

- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

16. NOTICES

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@agmd.gov

CONTRACTOR:

City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

Attn: Karen Aceves Nunez, email: KAceves@SouthPasadenaCA.gov

17. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or

eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

18. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

19. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

20. SECURITY INTEREST

CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract. In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

21. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

22. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the

continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.

B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

23. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, <u>prior</u> to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.

24. NON-EFFECT OF WAIVER

The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

25. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

26. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

27. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

28. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

29. HEADINGS

Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

30. DUPLICATE EXECUTION

This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

31. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

32. PRE-CONTRACT COSTS

Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that this Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

33. CHANGE TERMS

Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

34. PREVAILING WAGES

CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

35. ENTIRE CONTRACT

This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and

signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

36. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

Name Title:

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF SOUTH PASADENA

By: Dr. William A. Burke, Chairman, Governing Board

Stephanie DeWoff

Date: 1/9/10

ATTEST:

Denise Garzaro, Clerk of the Board

Ву

APPROVED AS TO FORM:

Bayron T. Gilchrist, General Counsel

//MSRC Master Boilerplate Revised April 24, 2018

1. Project Elements

- A. The City of South Pasadena (hereinafter referred to as "CONTRACTOR") is to procure two on-road, light-duty (possessing a gross vehicle weight rating less than 8,501 pounds) zero emission vehicles (battery electric or fuel cell). Hybrid vehicles do not qualify as zero emission.
- B. CONTRACTOR is also to install a limited access "Level III/Fast Charge" type EV charging station at their Civic Center at 1414 Mission Street. This location is understood to be tentative; CONTRACTOR shall notify MSRC staff of any location changes.

CONTRACTOR shall be reimbursed according to Attachment 2 – Payment Schedule.

2. Operation Requirements and Reimbursement for Noncompliance: Light Duty Vehicles Light-duty vehicles are required to operate for a minimum of three years. CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

A. Each of the light-duty vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than three (3) years from the date the vehicle enters service (new vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

3 year Operational Availability		Percentage of MSRC Funds t		
Obligation	Termination	be Reimbursed		
Occurs				
Within Year 1		100%		
Between Years 1-2		66%		
Between Years 2-3		33%		
After Year 3		0%		

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction.
- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the three year period referred to above, notice shall be provided to SCAQMD no less than 30 days preceding the day the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the SCAQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the three year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this three

year term and SCAQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, SCAQMD may elect to either require the reimbursement specified above, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than three (3) years from the date the vehicle entered service (new vehicles). Notice of SCAQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

3. Operation Requirements and Reimbursement for Noncompliance: Level III/Fast Charge EV Charging Stations

CONTRACTOR is obligated to comply with the Operational Availability requirements set forth as follows:

A. CONTRACTOR commits to ensuring Level III/Fast Charge charging stations remain operational in the original location for a period of no less than five (5) years from the date the station begins operations in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this Contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

5 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed		
Within Year 1	100%		
Between Years 1-2	80%		
Between Years 2-3	60%		
Between Years 3-4	40%		
Between Years 4-5	20%		
After Year 5	0%		

B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result of one or more reasons set forth in the EARLY TERMINATION clause of this Contract.

4. Display of MSRC Logo

CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle becomes operational. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain the decal for the life of the equipment subject to this Contract. Should any decal

become damaged, faded, or otherwise unreadable, CONTRACTOR shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

5. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the vehicles and EV charging station. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

6. Reports

Quarterly Reports: Until vehicles are placed into service and EV charging station commences operation, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. The Final Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions about this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and the impact of the project on future electric vehicle projects.

7. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Completion		
Go out to bid for EV station	Month 3		
Order light-duty zero-emission vehicles	Month 5		
Submit Public Outreach Plan	Month 7		
Place light-duty zero-emission vehicles into	Month 8		
service	, ,		
Complete EV station installations and enter	Month 9		
into service			
Implement Public Outreach Plan	Month 11		
	Quarterly beginning with Month 4,		
Quarterly reports	until all installations are complete		
	and all vehicles are in service		
Final Report	Month 12		

Attachment 2 Payment Schedule City of South Pasadena Contract Number ML18092

Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Total Cost
On-road light- duty zero emission vehicles	\$20,000	\$0	\$36,000	\$56,000
EV Charging Station – Limited Access	\$30,000	\$0	\$30,000	\$60,000
Totals	\$50,000	\$0	\$66,000	\$116,000

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for vehicles even if EV charging station installation is not yet complete, or vice versa. Proof of completion shall include:

For vehicles:

- o Proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service; and
- O Documentation of the specific vehicle purchased, including the year, manufacturer, engine (if applicable) and model.

For EV charging station:

- Representative photos of completed station;
- A report signed by a responsible official certifying that the station has been completed as described in Attachment 1; and
- Receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

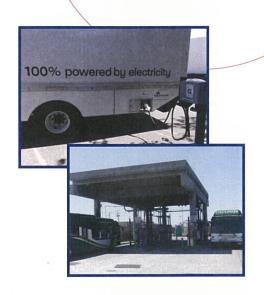
Attachment 2 Payment Schedule City of South Pasadena Contract Number ML18092

- For vehicles, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied, up to a maximum of \$10,000 per lightduty zero emission vehicle; and
- For the EV charging station, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied for limited access station.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.



Let the Community know about your Clean Air Project



Sharing the news about your MSRC-funded clean air project is an important element of your project that helps demonstrate your commitment to cleaning our air to the public. To ensure that the benefits of your project are publicized, there is a public outreach requirement in your contract with the MSRC.

Making sure that people are aware about your investment in cleaning the air demonstrates your commitment to delivering a cleaner, healthier environment to your community. It also will inspire others to take their own actions to help clean up the community and creates public support for more publicly funded environmental programs.

The MSRC has resources available to help you publicly promote your project. Some promotional ideas could include:

- Press releases and media outreach
- Articles for newsletters/websites
- Project informational flyers
- Promotional events such as groundbreakings, ribbon-cutting ceremonies or other community events to promote the program
- Utilization of our Digital Badge for your website or social media

Call Today 818-563-9111 If you would like assistance with your outreach efforts, please contact our Outreach Coordinator, The Better World Group. Their services are complementary, but are only available on a first come-first served basis, so contact them early for support.

[PROJECT PARTNER LETTERHEAD]

[DATE]

Cynthia Ravenstein Contracts Administrator MSRC 21865 Copley Drive Diamond Bar, CA 91765

Re: MSRC Contract No. [#]
Public Outreach Plan

Dear Ms. Ravenstein:

[PROJECT PARTNER] is pleased to submit our proposed Public Outreach Plan to satisfy the project requirements for the above-referenced contract.

Project Status

[PROVIDE A BRIEF SUMMARY ABOUT THE STATUS OF THE PROJECT]

Public Outreach Plan Components

After reviewing the attached Categories of Ideas for Public Outreach for Local Governments and evaluating possible outreach activities, [PROJECT PARTNER] will implement the following public outreach activities:

[List activities that will be undertaken, with explanation of planned implementation, including timing and potential MSRC involvement.]

[PROJECT PARTNER] will document our outreach activities and provide documentation in the form of photographs, hard-copies of flyers/public notices/news releases, etc., and other supporting information with our final project report.

[PROJECT PARNER SIGNATURE and CONTACT INFORMATION]

Categories of Ideas for Public Outreach for Local Governments

This is a menu of <u>sample activities</u> that you can consider to reach out to the community to make them aware of your agency's clean air project. Other activities that involve promoting your project to the public also will satisfy the public outreach component of your contract, so try to be creative with your outreach plans.

The MSRC has an electronic badge available for download under the www.CleanTransportationFunding.org/contractor-resources tab on the MSRC website. Include this badge on your website, social media and printed materials to declare your commitment to reducing air pollution in the South Coast region.

Materials

Develop written/electronic materials that describe the project and how it will benefit your local government and your community. Examples of materials can include:

- Mailing notices to residents
- Submitting a notice or a news release to your local news media
- Distributing notices/flyers at Council/Supervisor meetings and/or community events
- Creating a brochure or flyer to distribute in conjunction with project
- Publishing an article in an agency or city/county newsletter
- Posting information about the project on your city/county's website
- Incorporate a short video or PowerPoint presentation into employee training materials

Events

Showcase your project at city/county or community events. If your project included the purchase of an alternative-fuel vehicle, display the vehicle at the event. If your project involved new infrastructure or something that cannot be easily transported to an event, take photos of the project and display them at the event. Have a spokesperson on-hand to talk about your project and to answer questions. Examples of events can include:

- Holding a ground-breaking ceremony/kick-off event
- Holding a grand-opening/ribbon cutting event once your project is completed
- Holding a press conference
- Participating in community Earth Day events

Partnership Opportunities

Partner with local environmental groups or community organizations to showcase your project. Look for local organizations and community members that might have a particular interest in your project because of the work that they do and use this opportunity to build relationships with them to further your community's interest in "going green" and improving air quality.

 Use clean air vehicles to support community events such as Clean Air Walks or 5K Runs Offer to showcase vehicle at local schools or talk to students about clean air technologies

Presentations

Look for opportunities to promote your project and to talk about how it will benefit your community. Designate a spokesperson to attend community events to discuss your project and to have photographs and other materials on-hand to showcase the project. Examples of presentations could include:

- Presentation to your city council/board of supervisors
- Presentation at local community meetings (e.g., Rotary, Chamber of Commerce)
- A piece about your project featured on your local government public affairs news channel
- A video or podcast posted on your city/county's website



POLICY ON CONTRACT MODIFICATIONS SCOPE CHANGES, EXTENSIONS, AND COST REALLOCATIONS

- Contract extensions or scope changes may be requested on AB 2766 Discretionary Fund Contracts. Contractors should submit requests in writing, using the Modification Request Form, to the Contract Administrator's office. Reasons for the request should be well documented by the Contractor. The Contract Administrator will present the requests to both the MSRC-TAC and the MSRC for the consideration and approval.
- 2. Contract extensions and scope changes must be submitted by 9:00 a.m. on the first Monday of the month to be considered by the MSRC-TAC and MSRC for that month. Requests received after the first Monday of the month will be considered at the following month's MSRC-TAC and MSRC meetings. Late extension requests for contracts expiring prior to the following months MSRC-TAC meeting, must include a discussion of the compelling reasons for the untimely submission of the request. Such requests will be considered on a case-by-case basis by the MSRC-TAC.
- 3. Extension requests and scope changes will be considered by the MSRC-TAC and MSRC on a case-by-case basis. An option clause shall be included in all contracts that will allow MSRC staff the ability to extent a contract an additional six months at no cost to the MSRC or the contractor. All subsequent extensions will be brought to the MSRC for its consideration.

If a contract extension or scope change is for **the contractor's convenience**, the MSRC shall have the discretion to request a downward adjustment in the contract price, an additional task, and additional report or seek other legal consideration as a condition of granting the extension or scope change. Situations defined as convenience are problems or delays caused by internal management or administration, for example, failure to submit progress reports or final reports in a timely manner, failure to aggressively monitor the project, and extensions merely to exhaust unexpected funds.

A delay due to problems with the delivery or manufacturing of equipment or vehicles and circumstances beyond the control of the contractors will not be considered as changes for the contractor's convenience. Documentation of delays will be required. The MSRC shall have the discretion to seek legal consideration for extension or requests granted under these circumstances.

4. Any contract changes made without prior approval of the MSRC will be at the contractor's own risk. If the MSRC does not approve the change, the contractor will not be reimbursed for any costs incurred as a result of the unapproved change.

- 5. The contractor is responsible for properly monitoring the project and should notify the Contract Administrator immediately if the Contractor feels the project is in jeopardy of falling behind schedule or problems arise.
- 6. Requests for extensions must be received in writing by the Contract Administrator 60 days prior to the close of the contract. The approval process for contract extensions and scope changes takes approximately six weeks. If a request is made within 60 days of end date of the contract, the contract may expire prior to review and approval of the request. If this situation occurs, the contractor must stop work until the time extension is approved. In the event the extension is not approved, the contractor must consider the end date of the contract term and may not bill for work done after this date.

Adopted May 25, 1995 Amended November 18, 1999



Policy to Terminate Contracts Due to Lack of Progress or Response by Contractors

The intent of this policy is to discourage Contractors from failing to provide documentation of progress made on AB 2766 Discretionary Fund projects. It is the intent of the MSRC to ensure that work is completed pursuant to the work statement set forth in the respective contracts. In the event that progress is not made without adequate justification by the Contractor and subsequent approval by the MSRC, the MSRC may recommend that the contract be terminated and funds be reallocated to other projects.

MSRC contracts require all contractors to submit progress reports within 15 days of the end of the reporting period (quarterly or monthly based upon the type of project). Under this policy, failure to submit progress reports within the allotted time may be considered a material breach and subject to termination. If the Contractor fails to submit progress reports as required by the contract, the following shall occur:

If after seven (7) days past the progress report due date, the Contractor fails to submit progress reports as required by the contract, Contract Staff will notify the Contractor in writing of the delinquency and request that the progress report be submitted within seven (7) days of the written notice.

For Monthly Reports: If the CONTRACTOR fails to submit a progress report for the second consecutive month, the Contracts Administrator shall send a second written notice indicating that two previous progress reports are due and that they must be submitted within 15 days. If the CONTRACTOR fails to provide a report for a third consecutive month, the AQMD's Contracts Manager shall provide written notice to the CONTRACTOR to cure the delinquency within 15 days of the notice or be subject to termination within 30 days.

For Quarterly Reports: If the CONTRACTOR fails to submit a progress report, the Contracts Administrator shall send a written notice indicating that the progress report is due and that it must be submitted within 15 days. If the CONTRACTOR does not respond within the allotted time, the AQMD's Contracts Manager shall provide written notice to the CONTRACTOR to cure the delinquency within 15 days of the notice or be subject to termination within 30 days.

Also, if the CONTRACTOR has a history of non-consecutive (three or more occasions) delinquent progress reports, this may be considered a material breach of the contract and be grounds for immediate termination of the contract. For example, if progress reports are submitted in such an inconsistent and sporadic fashion as to indicate a lack of compliance with this contract provision (e.g., progress report submitted one month, skipping several months thereafter).

In addition, if a contract is terminated as a result of this policy, the direct contractor involved will not be eligible to apply for AB 2766 Discretionary Funds for two program years.

Attachment A

Quarterly (or monthly) Progress Report

For Reporting Period of ______ Contract No. AB 2766/XXXXX (Contractor's Name)

Contract Period - March 15, 2001 through June 30, 2005

Task 1 Vehicle Procurement/Design and Engineering

A bus bid specification was prepared detailing vehicle design and performance parameters, as well as technical quality assurance, and warranty requirements.

Percent Completed this Reporting Period:

0%

Percent Complete

100%

Task 2 Bid Process

An Invitation for Bid (IFB) package was issued to perspective bus manufacturers of alternative fuel buses. (Contractor) reviewed and evaluated all Requests for Approval Equals submitted by each bus manufacturer. Bid opening was May 30, 2001.

Percent Completed this Reporting Period:

0%

Percent Complete

100%

Task 3 <u>Pre-Production Meetings</u>

Pre-Production Meetings began in June of 2001, and were completed in August of 2001. Construction of the prototype bus has begun.

Percent Completed this Reporting Period:

0%

Percent Complete

100%

Task 4 Prototype Bus Production

Contractor has in place an inspection team consisting of one Warranty and Equipment Mechanic and one Supervisor as required by the production process. The pre-production prototype bus was completed in October 2001.

Percent Completed this Reporting Period:

0%

Percent Complete

100%

25%

Task 5 Bus Production

Contractor has in place an onsite manufacturing inspection team which monitors production quality and conformance to bus specifications. Once the production buses are completed and presented for acceptance, the inspection team will approve documents to allow for purchase and payment of buses.

Percent Completed this Reporting Period:

Percent Complete 25%

Task 6 <u>Service Preparation</u>

Contractor has established a bus acceptance team to prepare new buses for service. Each new bus is safety checked, cleaned, and function tested prior to being placed into revenue service.

Percent Completed this Reporting Period: 13% Percent Complete 13%

Task 7 <u>Vehicle Performance Evaluation</u>

New buses are assigned to designated service operating divisions for introduction into Contractors fleet. Performance of vehicles is monitored and warranty provisions of the contract are administered. This process is on-going throughout the life of the bus and has no completion date. The following percentages indicate buses presently in revenue service. While a number of new buses have been placed in service, any performance evaluation at this point would be premature. The buses, however, have not exhibited any evidence of major problems or concerns.

Percent Completed this Reporting Period: 2%
Percent Complete 2%

Issues During Current Reporting Period:

- 1. Engine performance issues related to stalling have been addressed by the manufacturer. The result has been a new engine electronic control module (ECM) software release. In addition, testing is underway on a prototype fuel pressure regulator.
- 2. Congestion at the fueling site was resolved by the addition and subsequent agreement for use of a new fueling site adjacent to the central terminal.

Work Planned for Next Reporting Period:

- 1. Operational Evaluation of the in-service fleet will begin.
- 2. Contractor will continue to work with bus manufacturer and the engine manufacturer to resolve any performance, reliability, or preventive maintenance issues that may arise.
- 3. Contractor will also continue to work with the bus manufacturer to resolve various issues related to the in-service fleet.
- 4. Engineering staff will continue with the full-time inspection and acceptance process at the production facility.

For additional information or questions, please contact:

Letter of Certification	
This letter certifies that (PLEASE TYPE IN YOUR that have been partially funded through the a Contract and those vehicles have been tested and	bove-mentioned AB2766 Discretionary Fund
Signature	Date

Please submit with all invoices for vehicle reimbursement



PROJECT SUMMARY (FINAL REPORT) FORMAT For Selected AB 2766 Discretionary Fund Contracts

For contracts from Fiscal Year (FY) 2004-05 and earlier Work Programs, the Final Report must be submitted in both paper copy and electronic Microsoft Word formats. For contracts from FY 2005-06 and later Work Programs, the Final Report only needs to be submitted electronically. The first two numeric characters of the contract number indicate the FY Work Program (e.g. contract #ML04999 would be from FY 2003-04).

The paper copy, if required, must be bound in a three (3) ring binder. Each page of the report must be legible and suitable for photo production. All pages should be of standard size (8 $\frac{1}{2}$ x 11). Photo reduction is not acceptable for tables or figures; these should be presented on consecutive 8 $\frac{1}{2}$ x 11 pages with each page containing one portion of the larger chart. Color presentations are acceptable; printing should be in black. Do not include corporate identification on any page of the Final Report, except on the title page.

The Project Summary Report should include the following:

<u>Title Page</u> – Include contract number, project title, contractor organization, and date, and include the statement: "Prepared for the Mobile Source Air Pollution Review Committee (MSRC) under the AB 2766 Discretionary Fund Work Program."

<u>Acknowledgements</u> — Only this section shall contain acknowledgements of key personnel and organizations who were associated with the project. The last paragraph shall be as follows: "This report was submitted in fulfillment of _____ (contract number) and (project title) by (contractor organization) under the (partial) sponsorship of the Mobile Source Air Pollution Reduction Review Committee (MSRC). Work was completed as of (date)".

<u>Disclaimer</u> – The following statement is to appear near the front of the report:

"The statement and conclusions in this report are those of the contractor and not necessarily those of the Mobile Source Air Pollution Reduction Review Committee (MSRC) or the South Coast Air Quality Management District (SCAQMD). The mention of commercial products, their sources or their uses in

connection with material reported herein is not to be construed as either an actual or implied endorsement of such products."

Summary and Conclusions

- 1. Scope, purpose and background of the project.
- 2. Detailed description and analysis of the work performed during the course of the project that led to the conclusions. Where appropriate, include a discussion of cost projections and economic analyses. A discussion must be included describing the emissions benefits derived from this contract. This must include quantitative benefits not simply a qualitative statement that benefits were achieved.
- 3. Use clear, concise statements to state recommended future actions and further study that may be required.
- 4. To document completed project, a picture or pictures of vehicles and/or infrastructure showing MSRC logo/decal must be included in the report. This section shall also include copies of any media/outreach materials and/or news clippings generated by the project.

Revised 7/2004 Revised 6/16/06



STANDARD PHOTO RELEASE FORM

I hereby authorize the MSRC and AQMD to photograph, copy, publish, broadcast or otherwise distribute photographs or likenesses of my place of business, vehicles, advertisements, promotional materials or other work whether or not these materials are copyrighted, for use in the public service MSRC brochure, placement on the MSRC website for informational purposes, and/or use in other MSRC outreach media.

I hold the copyright or I am the owner of the rights to the materials specified herein and am authorized to grant the rights to such publication, reprint, broadcast or other distribution of the materials specified herein.

If copyrighted, I grant this license and authorization for no fee and will not require any copyright attribution for the described use for a public service and informational purpose.

I do not intend to waive any other rights to the reprint or representation or distribution of these materials and reserve said rights.

If I require copyright attribution, I will provide notice of such copyright to AQMD/MSRC at the time this authorization is executed.

I am empowered by and on behalf of the entity herein to consent and authorize the above-specified.

Authorized Signature	
 Organization	_
Title	_
 Date	

ATTACHMENT 2

Bid submitted by Camino Real Chevrolet Dated October 28, 2019

Julian Lee

From: Melissa Trejos <mtrejos@caminorealchevrolet.com>

Sent: Monday, October 28, 2019 5:20 PM

To: Julian Lee
Cc: Sara McKinney
Subject: Bolt EV Quote

Hello Julian,

I'm attaching the quotes for the Bolt EV. We do need to trade for the units so you will see 2 different MSRP and 2 different out the door prices. If you have any further questions feel free to contact me directly

First Bolt

MSRP:\$38,245 Dealer discount:\$2,200 Rebates:\$9,000 Net price:\$27,045

Out the door price: \$31,104.10 (based on 9.5% tax rate)

Second Bolt

MSRP:\$38,320 Dealer discount:\$2,275 Rebates:\$9,000 Net Price:\$27,045

Out the door price: \$31,104.10 (based on 9.5% tax rate)

Retail Worksheet

- Sales Price		Down Payment
MSRP	38,245.00	Cash Down
Discount	2,200.00	Deposit
Selling Price	36,045.00	Total Rebates
Aftermarkets	0.00	Total Trade Alle
Doc Fee	85.00	Total Trade Pay
VSI Premium	0.00	Total Net Trade
ESC Premium	0.00	Total Def Down
Maintenance	0.00	Total Down Pay



38,245 car specifications

Body Style: 1FB48-2LT

PEG: 2LT-2LT - Preferred Equipment Group

Primary GAZ-Summit White

Trim: HO2-Dark Galvanized / Sky Cool Gray Cloth

Engine: N/A

Transmission: MMF-Electric drive unit

2LT-2LT - Preferred Equipment Group

B32-Floor Mats, carpeted front B33-Floor Mats, carpeted front **CBT-Fast Charge Provisions**

D31-Mirror, inside rearview manual day/night **Options:**

GAZ-Summit White

HO2-Dark Galvanized / Sky Cool Gray Cloth IOB-Radio System w/ 10.2" LCD Color touch-

screen

MMF-Electric drive unit

N52-Steering Wheel, 3 spokes, Del QBM-Tires P215/50R17 all season RNW-Wheels, 17" (43.2cm) painte

TUS-Grille, Black

U2K-Sirius XM Satellite Radio

UE1-OnStar

VKD-License plate bracket, front n

VV4-OnStar with 4G LTE YF5-Emissions: California

38,320 car specifications

Body Style: 1FB48-2LT

PEG: 2LT-2LT - Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: HO2-Dark Galvanized / Sky Cool Gray Cloth

Engine: N/A

Transmission: MMF-Electric drive unit

2LT-2LT - Preferred Equipment Group

B32-Floor Mats, carpeted front
B33-Floor Mats, carpeted front
CBT-Fast Charge Provisions

D31-Mirror, inside rearview manual day/night

Options: GAZ-Summit White

HO2-Dark Galvanized / Sky Cool Gray Cloth IOB-Radio System w/ 10.2" LCD Color touch-

screen

MMF-Electric drive unit

N52-Steering Wheel, 3 spokes, Deluxe

QBM-Tires P215/50R17 all season

RNW-Wheels, 17" (43.2cm) painte

SFE-LPO: Wheel Locks

TUS-Grille, Black

U2K-Sirius XM Satellite Radio

UE1-OnStar

VKD-License plate bracket, front n

VV4-OnStar with 4G LTE YF5-Emissions: California YM8-LPO Processing Option

MELISSA TREJOS

INTERNET SALES

CAMINO REAL CHEVROLET

2401 S ATLANTIC BLVD MONTEREY PARK CA 91754 (323) 264-3050 ext 221 OFFICE

(714) 883-5949 CELL



City Council Agenda Report

ITEM NO. 12

DATE:

December 18, 2018

FROM:

Stephanie DeWolfe, City Manager

PREPARED BY:

Joanna Hankamer, Director of Planning and Community Development

Margaret Lin, Manager of Long Range Planning and Economic M.

Development

SUBJECT:

Authorize the City Manager to Accept a Grant Agreement from the Los Angeles County Metropolitan Transportation Authority in the Amount of \$420,000 to Plan and Host the 626 Golden Streets Arroyo

Fest 2.0

Recommendation Action

It is recommended that the City Council authorize the City Manager to accept a grant award from the Los Angeles County Metropolitan Transportation Authority (Metro) in the amount of \$420,000 to plan and host the 626 Golden Streets Arroyo Fest 2.0 (Arroyo Fest 2.0), scheduled for November 15, 2020.

Discussion/Analysis

The City, in collaboration with Active San Gabriel Valley (Active SGV), was awarded \$420,000 from Metro to plan and host an Arroyo Fest 2.0 open streets event. The event will provide participants with an opportunity to experience the Arroyo Seco Parkway by walking, bicycling, scooting, and using other modes of transportation. The proposed route will follow the original Arroyo Fest route from 2003 and feature approximately seven miles along the Arroyo Seco Parkway (SR-110) from Avenue 26 to the northern terminus by Glenarm Street. In addition, the route will run on Orange Grove Avenue from the SR-110 to Mission Street and along Mission Street from Orange Grove Avenue to Marengo Avenue. The grant funds will be used to hire consultants to assist with the planning and operations of the event. The City will utilize staff time or in-kind contributions to meet the 20% local match requirement for the grant.

Next Steps

- 1. Execute a Professional Services Agreement with Active SGV for services associated with the planning and hosting of Arroyo Fest 2.0.
- 2. Execute a Professional Services Agreement for Traffic Control Services.
- 3. Plan and host the Arroyo Fest 2.0 on November 15, 2020.
- 4. Submit for reimbursement from Metro.

Acceptance of Metro Grant Award to host the 626 Golden Streets Arroyo Fest 2.0 December 18, 2019
Page 2 of 2

Background

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and day of event staging costs associated with the hosting of the 626 Golden Streets Arroyo Fest 2.0.

Legal Review

The City Attorney has reviewed this item and the attached Grant Agreement.

Fiscal Impact

This project is funded through local monies (Proposition C) and will require a budget amendment increase to the Golden Streets Grant Account (249-2010-2011-8170-000) in the amount of \$525,000, which will be reimbursed from the Miscellaneous Grants Account (101-0000-0000-5071-003). The total project cost is \$525,000; \$420,000 will be provided by the Metro grant award and \$105,000 will be provided by the local in-kind match. The in-kind match for the City can be paid through staff time or in-kind contributions which will be charged to Golden Streets Grant Salaries Account (249-2010-2011-7000-000).

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. Route Map
- 2. Grant Agreement

ATTACHMENT 1 Route Map



ATTACHMENT 2 Grant Agreement

GRANT AGREEMENT FOR OPEN STREETS GRANT PROGRAM CYCLE THREE

This Grant Agreement for Open Streets Grant Program Cycle Three (the "Agreement") is dated the day of the LACMTA Board Approval September 27, 2018 (the "Effective Date") and is by and between the City of South Pasadena (the "Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS

- A. On September 27, 2018, the LACMTA Board approved the Open Streets Grant Program Cycle Three providing Los Angeles County Proposition C 25% funds for oneday events that close the street to automotive traffic and open them to people to walk or bike ("Open Street Events"). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open Streets Events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox Motor Vehicle Restriction Zones.
- C. On September 27, 2018, the LACMTA Board approved the award of \$420,000 to Grantee for Grantee's Open Street Event titled 626 Golden Streets | ArroyoFest (Open Street Grant Program ID#CYC181, which is more particularly described in the Scope of Work ("Scope of Work") attached as <a href="Exhibit "A" hereto (the "Project"). Grantee's actual one day Open Street Event is referred to herein as the "Event." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$105,000 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

- 1.1 LACMTA shall make a one-time grant of funds in the amount of \$420,000 (the "Funds") to Grantee subject to the terms and conditions of the Grant and this Agreement.
- 1.2 This one-time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.
- 1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.
- 1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

- 2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by the Open Streets Grant Program Manager without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.
- 2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant Funds provided herein can only be used towards the completion of the Scope of Work.
- 2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on September 27, 2018. Per the funding guidelines, physical infrastructure costs associated with the events are not Page 2

eligible for reimbursement.

2.4 Grantee shall employ any means necessary to ensure that no motorized vehicles operated by the public enter the event route. Grantee shall ensure that except for in the case of an emergency, city departments such as police and fire shall utilize only non-motorized forms of transportation on the event route during the hours of the event detailed in Exhibit A below.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

- 4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.
- 4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.
- 4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects studies/call projects/ref docs.htm.
- 4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

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- 4.5 Grantee shall be responsible for any and all cost overruns for the Project.
- 4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$105,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.
- 4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in coordination with LACMTA's selected data collection contractor and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.
- 4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.
- 4.9 Total payments shall not exceed the Funds specified in <u>Section 1.1</u>. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.
- 4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.
- 4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:
 - 1) E-mail:

AccountsPayable@Metro.net Ref# Open Streets ID#CYC181

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority P.O. Box 512296 Attention: Accounts Payable Los Angeles, CA 90051-0296 Ref# Open Streets ID#CYC181

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A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email to ThomasBJ@Metro.net or by standard mail to the address set forth in <u>Section 4.12</u> below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, CA 90012

Attention:

LACMTA Open Streets Program Manager

Brett Thomas, MS 99-23-1

Open Streets Grant Program Manager

ThomasBJ@metro.net

Grantee's Address:

South Pasadena 1414 Mission Street

South Pasadena, CA 91030 Attention: City Manager's Office

Margaret Lin

Principal Management Analyst mlin@southpasadenaca.gov

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

- 6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC181 on all correspondence.
- 6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:
 - (a) Narrative and Financial Report on Project Progress as required by LACMTA.

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- (b) Other reports that may be required.
- 6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.
- 6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.
- 6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.
- 6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.
- 6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.
- 6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as

Page 6

defined by this Agreement, including the access to records provisions.

- 6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.
- 6.10 Grantee shall utilize a Standardized Data Collection Template provided by Metro to provide the LACMTA Open Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

7. ALLOWABLE COSTS

- 7.1 Allowable Project costs are described in the Scope of Work.
- 7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:
 - (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
 - (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. EXPENDITURE AND DISPOSITION OF FUNDS

- 8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.
- 8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.
- 8.3 The programmed budget (the "Financial Plan") specifying the sources and Page 7

 Open Streets ID# 920000000CYC181

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amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

8.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

9. TIMELY USE OF FUNDS

- 9.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.
- 9.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in <u>Section 10</u> of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

10. DEFAULT

10.1 Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

11. REMEDIES

- 11.1 In the event of a default by Grantee (as defined in <u>Section 10</u>), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:
 - (a) LACMTA may terminate this Agreement;
 - (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
 - (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,
- 11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

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11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in <u>Section 3</u> above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

13. COMMUNICATIONS

- 13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lockup.
- 13.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- 13.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager.
- 13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.
- 13.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

Open Streets ID# 920000000CYC181

- 13.6 Grantee shall ensure that all Communications Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- 13.7 Grantee shall submit all graphic files and Communications Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communications Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communications Materials have been released to the public, Grantee shall provide a copy of or notice of such Communications Materials to the LACMTA Open Streets Program Manager by e-mail.
- 13.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, Metro Bike Share bike rentals, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.
- 13.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this <u>Section 14</u>. Grantee failure to comply with the terms of this <u>Section shall</u> be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.
- 13.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.
- 13.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

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14. <u>INDEMNITY</u>

Neither LACMTA nor any officer or employee thereof shall be responsible for 14.1 any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

15. OTHER TERMS AND CONDITIONS

- 15.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.
- 15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.
- 15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- 15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

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- 15.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.
- 15.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.
- 15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.
- 15.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.
- 15.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and reimplementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:	
Phillip A. Washington Chief Executive Officer	Date
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By: Deputy Deputy	7/17/19 Date
GRANTEE: South Pasadena	
Ву:	
Stephanie DeWolfe City Manager	Date
APPROVED AS TO FORM (OPTIO	NAL):
Ву:	
General Counsel	Date

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

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By:	
Phillip A. Washington Chief Executive Officer	Date
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MARY C. WICKHAM County Counsel	
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Stephanie DeWolfe City Manager	Date
APPROVED AS TO FORM (OPTION	NAL):
By:	
General Counsel	Date

Page 13

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Ву	•	
-	Phillip A. Washington Chief Executive Officer	Date
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	ARY C. WICKHAM ounty Counsel	
Ву	Leg Jemes	7/17/19
	Deputy	Date
GRANTE	E: South Pasadena	
Ву	:	
	Stephanie DeWolfe City Manager	Date
AF	PPROVED AS TO FORM (OPTIC	DNAL):
Ву	:	
ε.	General Counsel	Date

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EXHIBIT A SCOPE OF WORK

Event Name:

626 Golden Streets | ArroyoFest

Event Date and Time:

November 15, 2020 7:00am – 2:00pm

Event Description:

626 Golden Streets | ArroyoFest will invite the public to experience the Metro Gold Line and the historic Arroyo Seco Parkway in a truly unique fashion. Connecting the communities of South Pasadena, Pasadena, and Los Angeles, this innovative ciclovia will bridge the divide between northeast LA County's disparate transit, active transportation, and highway programs by temporarily opening seven miles of City streets and a scenic byway most commonly experienced at 50+ miles per hour. In the process event participants will have the opportunity to learn about sustainable mobility, sample local food, experience local greenways and park space, and enjoy live music, arts, and food at a historic activity hub in South Pasadena.

Event Location:

This event will run along the entirety of the Arroyo Seco Parkway. The southern end of the route will be at the intersection of the Arroyo Seco Parkway and Avenue 26, while the northern terminus will be where the Arroyo Seco Parkway meets Glenarm Street. In addition, the route will run on Orange Grove Avenue from the Arroyo Seco Parkway to Mission Street and along Mission Street from Orange Grove Avenue to Marengo Avenue.

Roles and Responsibilities:

- Lead City (South Pasadena) Primary liaison with Metro staff; will facilitate event within City boundaries and support general planning.
- Caltrans Coordinate use and temporary closure of the historic Arroyo Seco Parkway.
- BikeSGV Non-profit partner BikeSGV will facilitate collaboration between
 participating jurisdictions, community organizations and stakeholder groups;
 develop event materials; conduct community outreach; recruit and manage event
 volunteers; lead event marketing/promotion; and conduct project evaluation.

EVENT MAP

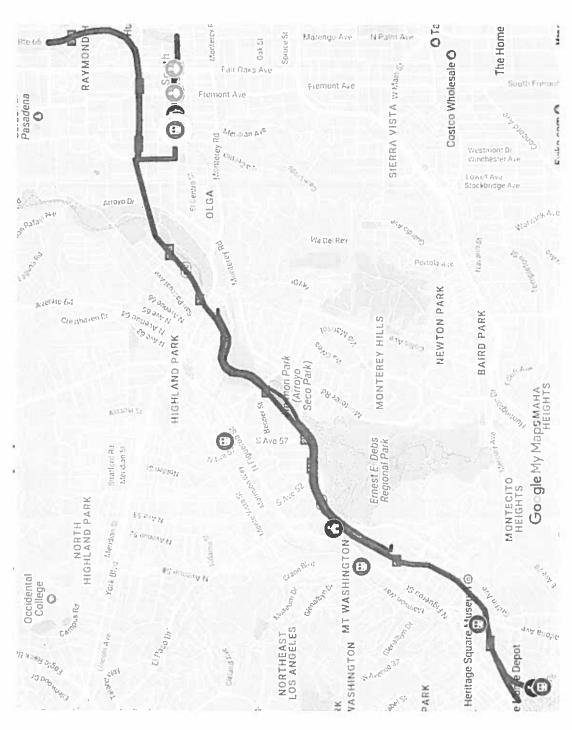


EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$525,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

CategoryMetro Grant AwardLocal

<u>Match</u>

Non-Infrastructure \$420,000 \$105,000

Sources of Local Financial Assistance

Funding Source Amount

Proposition C 25% (PC25) \$105,000

Local Match

FUNDING SOURCES	TOTAL (\$)	PC25 (\$) Metro Funding	LOCAL (\$) ¹ City Funding
Metro Grant Award And Local Match	\$525,000	\$420,000	\$105,000

ELIGIBLE COSTS	TOTAL (\$)	PC25 (\$)	LOCAL (\$) ¹
Outreach cost	\$125,000	\$100,000	\$25,000
Pre-event Planning costs	\$185,000	\$148,000	\$37,000
Event Day costs (Staffing, rentals, permits, etc.)	\$215,000	\$172,000	\$43,000
Total	\$525,000	\$420,000	\$105,000

^{1.} In-kind local contribution as required by the Metro Open Streets Grant Program

EXHIBIT C STANDARDIZED DATA COLLECTION TEMPLATE

METRO OPEN STREETS PARTICIPANT / VOLUNTEER ANECTODAL INTERVIEWS

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how the open street events affect neighborhoods where the events take place. We are conducting interviews with participants and volunteers along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Any personally identifiable information collected through this survey is collected solely for the purpose of contacting you to clarify any information provided, if needed. Any personally identifiable information collected will not be sold or otherwise be distributed outside of the City of South Pasadena government or LA Metro. Do I have your permission to record this interview?

- 1. Are you participating in the event today?
 - a. If yes: Is this your first time participating in an open street event?
 - b. If no: Where have you participated previously?
- 2. Not including today, have you ever participated in an Open Streets event similar to this, or CicLAvia, in the past?
 - a. Yes
 - b. No
- 3. How long are you staying at the Open Streets event today?
 - a. Less than 30 minutes
 - b. 30 to less than 60 minutes
 - c. Between 1 and 2 hours
 - d. Between 2 and 3 hours
 - e. More than 3 hours
- 4. Do you perceive this open street event as improving this neighborhood / community?
- 5. How did you arrive at today's event?
 - a. Automobile

b. Bike

- c. Walk
- d. Other wheeled device e. Transit (Rail) f. Transit (Bus)
- 6. If you used Metro for transportation to the event.
 - a. How did you access Metro today?
 - a. Automobile
- b. Bike
- c. Walk
- d. Other wheeled

- b. Do you ever ride Metro?
 - a. Never

device

- b. Less than once a month
- c. Several times a month d. Several times a week
- e. Daily

- 7. After today's event, your use of transit is likely to:
 - a. Increase
- b. Stay the same
- c. Decrease d. Don't know
- 8. After today's event, how likely are you to walk in your neighborhood? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
- 9. After today's event, how likely are you to ride a bike on city streets? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
- 10. Would you like to see this event in your neighborhood?
 - a. If yes: How often?
- 11. May we follow up with you after today to ask a few questions about your experience at the open street event?
 - a. If yes: Please provide contact information below.
- 12. What is your 5-digit zip code?
- 13. What is your gender?
 - a. Male
 - b. Female
 - c. Other
- 14. What is your age group?
 - a. 17 or younger
 - b. 18-29
 - c. 30-39
 - d. 40-49
 - e. 50-59
 - f. 60 or older

Participant name:

Email or phone number:

METRO OPEN STREETS PARTICIPANT METRO RAIL SURVEY

- Are you participating in today's Open Streets event?
 - a. Yes
 - b. No
- 2. Is this your first-time riding Metro rail?
 - a. Yes (Go to question 6)
 - b. No (Go to question 5)

- 3. What best describes your use of public transit?
 - a. Daily
 - b. More than once a week
 - c. Once a week
 - d. Once a month
 - e. Less than once a month
- 4. After today's event would you use public transit again in the future?
 - a. Yes
 - b. No
 - c. I don't know
- 5. If you weren't participating in today's event, would you have used public transportation today?
 - a. Yes
 - b. No
 - c. I don't know
- 6. What is your 5-digit zip code?
 - a. Zip Code:

METRO OPEN STREETS BUSINESS OWNER ECONOMIC BENEFIT INTERVIEWS AFTER EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

- 15. Did you experience the open streets event?
 - a. If yes: What do you understand the event to be?
- 16. Did your business participate and/or interact in the open streets event?
 - a. If yes: How did your business participate and/or interact with the event?
- 17. Did the open street event bring new or more patrons to you?
- 18. How did the event affect your business? Please rank on a scale from 1 to 5 with 1 affecting your business the least and 5 affecting your business the most.
- 19. How did the event affect your community? Please rank on a scale from 1 to 5 with 1 affecting your community the least and 5 affecting your community the most.
- 20. Did your business experience any change in sales volume during the event?
 - a. Are you willing to share sales volume information from the event as compared to a non-event Sunday?

- 21. How often would you like to see this event return to this street and/or this neighborhood?
 - a. Never

- c. Once a year
- b. Once every other year
- d. More than once a year
- 22. Do you have any other thoughts to add about this event?

Business name:

Describe business:

METRO OPEN STREETS BUSINESS OWNER ANECTODAL INTERVIEWS DAY OF EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

- 23. Are you familiar with the open streets event today?
 - a. If yes: What do you understand the event to be?
- 24. Is your business participating and/or interacting with the open streets event today?
 - a. If yes and held previously in the community: Is this your first time participating in an open street event?
 - b. In what way will your business participate and/or interact with today's event?
- 25. Does your business do any type of marketing or advertising?
 - a. If yes: What type of advertising do you do?
 - b. Do you believe this event may bring better recognition to the products or services your business offers?
- 26. Have you noticed any changes in your customer volume or demographics today?
- 27. What effect do you believe today's event has on this community? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 28. What effect do you believe today's event has on your business? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 29. Would you like to see this event return to this street at another point in the future?
 - a. If yes: How often would you like to see this event happen?
 - b. If no: Would you recommend this event to happen on a different street in this neighborhood?

- 30. In the past has your business supported transportation improvements, particularly for public transit, walking or riding a bike in this community?
- 31. Do you believe that by experiencing today's event your business may support these improvements in the future?
- 32. Do you think this community would benefit from future transportation improvements, particularly those for riding a bike, walking and/or public transit?
- 33. Can I come back after the event and ask you some follow-up questions? If yes, when would be a good time?
- 34. Do you have any other thoughts to add about this event?

Business name:

Describe business: