



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

**Council Chamber  
1424 Mission Street, South Pasadena, CA 91030**

**October 7, 2020, at 7:30 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.*

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for October 7, 2020 will be conducted remotely and held by video conference.

The Meeting will be broadcast live on the City's website ([http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)).

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

If you would like to comment on an agenda item, members of the public may submit their comments for City Council consideration, by one of the following options:

**Option 1:**

1. Dial (626) 322-2344 and leave a recording of your public comment. Please state your name; if you are providing public comment for open or closed session; and, the agenda item number. If no agenda item number is provided, your public comment will automatically be played under the general public comment portion of the open session meeting. The cutoff time for public comment to be submitted via phone recording is 4 p.m. the day of the Council Meeting.

**Option 2:**

2. Email your public comments to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov). Public Comments received in writing will not be read aloud at the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on

emailed Public Comment. Please make sure to indicate: 1) your name, and 2) what agenda item you are submitting public comment on.

**CALL TO ORDER:** Mayor Robert S. Joe

**ROLL CALL:** Councilmembers Michael A. Cacciotti; Stephen E. Rossi; and Richard D. Schneider, M.D.; Mayor Pro Tem Diana Mahmud; and Mayor Robert S. Joe

**PLEDGE OF ALLEGIANCE:** Councilmember Michael A. Cacciotti

**CLOSED SESSION ANNOUNCEMENTS**

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

**PUBLIC COMMENT AND SUGGESTIONS**  
The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may submit their comments for City Council consideration by one of the following options:  
Option 1:  
1. Dial (626) 322-2344 and leave a recording of your public comment. Please state your name; if you are providing public comment for open or closed session; and, the agenda item number. If no agenda item number is provided, your public comment will automatically be played under the general public comment portion of the open session meeting. The cutoff time for public comment to be submitted via phone recording is 4 p.m. the day of the Council Meeting.  
Option 2:  
2. Email your public comments to [ccpubliccomment@southpasadenaca.gov](mailto:ccpubliccomment@southpasadenaca.gov). Public Comments received in writing will not be read aloud at the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment. Please make sure to indicate: 1) your name, and 2) what agenda item you are submitting public comment on.  
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.

**2. Public Comment – General**

**COMMUNICATIONS**

**3. 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.

- 4. **City Manager Communications**
- 5. **Reordering of and Additions to the Agenda**

**PRESENTATIONS**

- 6. **Southern California Edison Circuit Reliability Review Presentation**
- 7. **San Gabriel Valley Council of Governments Energy Wise Partnership Presentation**

**COMMISSION APPOINTMENTS**

- 8. **Review Applications and Confirm Appointments to the Finance Ad Hoc Committee**

Recommendation

It is recommended that the City Council review application and appoint up to three (3) resident electors to the Finance ad hoc Committee.

**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**  
 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 a public comment has been received 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. **Minutes of the Special City Council Meeting on September 2, 2020**
- 10. **Minutes of the Regular City Council Meeting on September 2, 2020**
- 11. **Minutes of the Regular City Council Meeting on September 16, 2020**
- 12. **Minutes of the Special City Council Meeting on September 23, 2020**
- 13. **Minutes of the Special City Council Meeting on September 28, 2020**

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**14. Approval of Prepaid Warrants in the Amount of \$263,986.42; Prepaid Warrant Voids in the Amount of (\$5,329.08); General City Warrants in the Amount of \$423,344.66; Payroll in the Amount of \$1,208,704.56; Supplemental ACH Payments in the Amount of \$62,551.47.**

Recommendation

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

**15. Ratification of Employment Agreement for Post-Retirement Employment of Sean Joyce for the Position of Interim City Manager**

Recommendation

It is recommended that the City Council ratify the Employment Agreement with Sean Joyce for the position of Interim City Manager during the recruitment process for a new full-time City Manager.

**16. Designate Romine Funds for Acquisition of Local History Collections**

Recommendation

It is recommended that the City Council approve expending \$3,000 from the Library's unrestricted Romine Estate Funds for the purpose of acquiring unique archival materials related to South Pasadena and regional history for the Library's Local History Collection.

**17. Acceptance of Donation of \$9,925 for Library Fused Glass Artwork from the Friends of the South Pasadena Public Library, Inc.**

Recommendation

It is recommended that the City Council accept a donation of \$9,925 from the Friends of the South Pasadena Public Library, Inc. (Friends) to be used for the purpose of commissioning and installing a fused glass public artwork in the Library's Ray Bradbury Conference Room.

**18. Approve Change Orders in the amount of \$607,617.94 to Pacific Hydrotech Corporation (Change Order #2) for Construction and the Agreement with NV5, Inc., for additional not-to-exceed amount of \$273,250 (Change Order # 1) for the Construction Management and Inspection Services for the Graves Reservoir Replacement Project**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to approve change orders to Pacific Hydrotech Corporation in the amount of \$607,617.94 for the construction of the Graves Reservoir Replacement Project; and
2. Authorize the City Manager to execute Contract Amendment with NV5, Inc., for additional not-to-exceed amount of \$273,250 for providing continued Construction Management Services; and
3. Authorize the City Manager to execute the agreement and any amendments provided there is funding in the budget, on behalf of the City, in a form approved by the City Attorney.



**19. Award of Contract Extension to Eurofins Eaton Analytical, LLC, in a not-to-exceed amount of \$33,000 for Laboratory Testing and Analysis of Potable Water Samples**Recommendation

It is recommended that the City Council:

1. Accept a proposal dated September 1, 2020, from Eurofins Eaton Analytical, LLC, for extension of the current agreement for laboratory testing services for the analysis of water samples; and
2. Authorize the City Manager to execute Contract Amendment with Eurofins Eaton Analytical, LLC, for a not-to-exceed amount of \$33,000 for a one-year period.

**20. Approval of Agreement with Spectrum Enterprise for Point to Point Managed Fiber Internet Service for 60 months at a total monthly cost of \$3,200**Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Spectrum Enterprise (formerly Time Warner Cable) for “Point-to-Point” managed fiber internet services for a period of 60 months at the monthly cost of \$3,200.

**PUBLIC HEARING****21. Delisting 822 Orange Grove Place from the South Pasadena Inventory of Cultural Resources (Project No. 2321-COA/DEL)**Recommendation

It is recommended that the City Council adopt a Resolution taking the following actions:

1. Find that 822 Orange Grove Place qualifies for removal from the Inventory of Cultural Resources pursuant to South Pasadena Municipal Code (SPMC) Section 2.64(a)(1)(B)(4); and
2. Remove 822 Orange Grove Place from the Inventory of Cultural Resources.

**ACTION/DISCUSSION ITEMS****22. Approval of Program Budget for Purchase of a Storage Area Network Unit, Network Servers and Devices**Recommendation

It is recommended that the City Council:

1. Approve the program budget for the purchase of a Storage Area Network (SAN) unit, three servers, and assorted network devices and software; and
2. Waive purchasing requirements and authorize purchase utilizing co-operative purchasing agreements through the Western States Contracting Alliance (WSCA), the U.S. General

- Services Administration (GSA), and the National Intergovernmental Purchasing Alliance (NIPA) pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(19); and
3. Authorize the City Manager to execute any documents necessary or appropriate to facilitate said purchases, for a not-to-exceed amount of \$112,000.

**23. Repurposing of the Remaining \$7,000 from the Civic Center Art Gallery to Fund Public Art on the Concrete Barricades Used for the Al Fresco Dining and Retail Pilot Program**

Recommendation

It is recommended that the City Council approve repurposing of the remaining \$7,000 from the Civic Center Art Gallery to fund public art on the concrete barricades used for the Al Fresco Dining and Retail Pilot Program.

**24. Conditional Approval for the Location of the Proposed Black Lives Matter Mural by the South Pasadena High School Anti-Bias Club**

Recommendation

It is recommended that the City Council provide conditional approval for the location of the proposed Black Lives Matter (BLM) mural by the South Pasadena High School Anti-Bias Club on east-facing wall of City Hall pending final design approval by the Public Art Commission.

**INFORMATION REPORTS**

**25. South Pasadena Homelessness Plan**

**ADJOURNMENT**

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

October 21, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
November 4, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
November 18, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

**PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS**

City Council Meeting agenda packets and any agenda related documents are available online for public inspection on the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2019-council-meetings-copy>. Additional Documents, when presented to City Council, will also be uploaded and available on the City's website.

Currently, regular meetings are streamed live via the internet at:

[http://www.spectrumstream.com/streaming/south\\_pasadena/live.cfm](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**AGENDA NOTIFICATION SUBSCRIPTION**

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov) or 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. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or [CityClerk@southpasadenaca.gov](mailto:CityClerk@southpasadenaca.gov). Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

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

10/01/2020

/s/

Date

\_\_\_\_\_  
Maria E. Ayala  
Chief City Clerk



# City Council Agenda Report

ITEM NO. 8

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Lucy Demirjian, Assistant to the City Manager

**SUBJECT:** **Review Applications and Confirm Appointments to the Finance Ad Hoc Committee**

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## Recommendation

It is recommended that the City Council review application and appoint up to three (3) resident electors to the Finance ad hoc Committee.

## Background

On September 28, 2020, the City Council approved the formation of the temporary Finance Ad Hoc Committee (Committee) and invited qualified residents from the City to submit applications to serve on the Committee. The Committee will be comprised of two Councilmembers, two Finance Commissioners and up to three residents to work with staff on operational matters in the Finance Department. The third member from the community was recommended to address the concern over continuity, specifically related to Councilmember Rossi's appointment ending in December when newly elected Councilmembers would be seated.

This Committee is anticipated to be an "ad hoc," temporary committee that will not be subject to the Brown Act, as it will be charged with the responsibilities outlined in the attached scope and purpose. Recommendations from the Committee will be provided to the Finance Commission and the City Council for consideration and action at a public meeting.

The application period opened on Tuesday, September 29 and is set to close on Monday, October 5, 2020 at 3:00 P.M. Qualified applications will be provided to the City Council under separate cover before the regular City Council meeting on October 7.

## 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: Scope and Purpose of Finance Ad Hoc Committee

**Attachment:**  
Scope and Purpose of Finance Ad Hoc Committee

### **Scope and Purpose**

To enhance communication with the public regarding the status of the City's FY2019-2020 Comprehensive Annual Financial Report, and the Fiscal Year 2020-2021 Annual Budget, by obtaining updates from staff, approximately every two weeks, or more often as needed.

Staff will provide information for the Ad Hoc Committee, such as:

### **Final 2018-19 CAFR**

- Allow the ad hoc Committee to review and comment on the Finance Commission's September 24, 2020 comments concerning the draft CAFR prior to final Commission and City Council action, the latter of which is anticipated for October 21, 2020.

### **2019-2020 CAFR**

- Status of monthly bank reconciliations
- Report regarding the steps necessary to close FY 2019-2020, with estimated timelines
- Provide information regarding the process to "close the year"
- Improvements and enhancements from previous fiscal years, and recommendations to continue to improve the process
- Timing of Auditor engagement
- Estimated timelines, and completion dates

### **2020-2021 Budget**

- Provide information regarding the budget preparation process
- Provide a Budget Calendar
- Provide updates regarding the status of completion, based upon established deadlines in the Budget Calendar

### **Policies & Procedure Update**

- Provide a list of polices/procedures to be reviewed, updated, created
- Prioritize the list of policies to be updated/created, can use the Internal Controls/Management letter as a starting point.
- Prioritize implementation of corrective actions identified in Internal Controls/Management Letter

### **Financial Reports (Expenditure and Revenues)**

Working with staff, the Ad Hoc Committee will provide a recommendation to the Finance Commission (and subsequently from the Finance Commission to the City Council) regarding:

- Regular Financial Reporting - for example, quarterly financial reporting, and the report contents
- Audit and Budget Calendars

### **Forensic Audit**

Assess the necessity of, or scope of any additional audits, depending upon the summation of the Ad Hoc Committee's work, up to and including a forensic audit where the situation warrants additional review.

The Ad Hoc Committee will provide updates to Finance Commission, so that the public can be informed of the status of the CAFR, Budget, and Financial Policy Updates. The Commission will provide periodic updates to the City Council until all financial reporting is up to date.



**Wednesday, September 2, 2020**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, September 2, 2020, at 7:39 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

A brief introduction was provided by Mayor Joe on the procedures in place in an effort to prevent the spread of COVID-19, and the City's new procedures for submitting public comment.

**ROLL CALL**

**Present via Zoom:** Councilmembers Cacciotti, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe (District 2 Councilmember Seat is Vacant)

**Absent:** None

**City Staff Present:** City Manager Stephanie DeWolfe (in attendance via Zoom); City Attorney Teresa Highsmith (in attendance via Zoom); and Chief City Clerk Maria E. Ayala were present at Roll Call.

**PLEDGE OF ALLEGIANCE**

Councilmember Schneider led the flag salute.

**ACTION/DISCUSSION**

**1. Interviews of Applicants for City Council District 2 Vacancy**

Mayor Joe provided a brief description on the item and explained the process for the candidate interviews.

Chief City Clerk Ayala conducted a random drawing to produce a list in which the applicants would be interviewed.



The randomized list of the order of the interviews was produced as follows:

- 1) Lawrence Allen Abelson
- 2) Stephen Edward Rossi
- 3) Timothy James Searight
- 4) Marcos Rodriguez Holguin
- 5) Casey James Law

All five applicants were in attendance in person in Council Chambers.

City Attorney Highsmith provided the staff report.

Mayor Joe requested that the candidates step into their designated seating area until they were called upon for their interview.

Structured interviews of the candidates were conducted by the City Council in the following order:

Candidate Abelson was individually interviewed by the City Council.

Candidate Rossi was individually interviewed by the City Council.

Candidate Searight was individually interviewed by the City Council.

Candidate Holguin was individually interviewed by the City Council.

Candidate Law was individually interviewed by the City Council.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Dean Serwin
- Linnaea Scott
- Gabriela and Andrew Berk
- James Chou
- Cheryl Busick
- Vanessa Godson
- Shalimar Duff
- Mary Urquhart
- Steve Zikman
- Delaine Shane and Susan Sulsky
- Alan Ehrlich

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Bryan Swanson – Expressed support for the appointment of Marcos Rodriguez Holguin to the District 2 Councilmember vacancy.

- Greg Kwai - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Sheila Tolle - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Andy Au - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Kristine Hilkevitch - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Ed and Nancy Riffle - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Megan Dostal - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Anne Bagasao - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Kim Carlson - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Gloria Samarian - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Michael Lin - Expressed support for the appointment of Marcos Rodriguez Holguin to the District 2 Councilmember vacancy.
- Andrew Hall - Expressed support for the appointment of Marcos Rodriguez Holguin to the District 2 Councilmember vacancy.
- Christina Lin - Expressed support for the appointment of Marcos Rodriguez Holguin to the District 2 Councilmember vacancy.
- Aberto Ocon - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Chris Bray - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Tom Polanski - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Dean Serwin - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.

- Andrew Berk - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Jan Marshall - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Richard Marshall - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Steve Zikman - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Karen Taylor - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Todd Schroder - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Delaine Shane and Susan Sulsky – Expressed support for the appointment of Stephen Edward Rossi or Lawrence Allen Abelson to the District 2 Councilmember vacancy and concerns regarding various issues experienced by the residents of District 2.
- Erik Grammer - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Krista Ocon - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Nick Taylor - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Richard Lee - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Evelyn Zneimer - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Sarah James - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Alan Ehrlich - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- London Lang - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Odom Stamps - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.

- Jarilyn Schmitz - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Mark Canes - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.
- Sam Burgess - Expressed support for the appointment of Stephen Edward Rossi to the District 2 Councilmember vacancy.

City Council held a discussion regarding the following: various candidate qualifications; needs of the City; roles and responsibilities of councilmembers; etc.

MOTION BY MAYOR PRO TEM MAHMUD, SECOND COUNCILMEMBER CACCIOTTI, CARRIED 1-0 (Councilmember Cacciotti, Schneider, and Mayor Joe abstained), to: appoint Lawrence Allen Abelson for the District 2 Councilmember vacancy.

*Motion failed.*

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND COUNCILMEMBER SCHNEIDER, CARRIED 3-0 (Mayor Pro Tem Mahmud abstained) to: appoint Stephen Edward Rossi for the District 2 Councilmember vacancy.

Councilmember Cacciotti asked that Mr. Rossi be sworn in and participate in the next City Council closed and open session meetings.

City Attorney Highsmith provided advice on the process to swear-in Mr. Rossi for his appointment.

Councilmember Cacciotti requested Mr. Rossi be appointed and sworn in immediately, if possible, to fill the City Councilmember District 2 vacancy.

Chief City Clerk Ayala confirmed that staff will contact Mr. Rossi to return to Council Chambers to be sworn in.

Recommendation:

~~2. Derive a Council majority to select an applicant for formal appointment and swearing in on September 16, 2020 to fill the unexpired term ending December 2, 2020 for the vacant District Council 2 seat.~~

**2. Report and Recommendation to Consider Personnel Actions Necessary to Close the General Fund Budget Deficit; Receive and File CalPERS Actuarial Valuation Disclosing Potential Costs Associated with a Retirement Incentive Program**

Michael Casalou, Human Resources Manager, provided a PowerPoint presentation.

At this time, Chief City Clerk Ayala respectfully announced that Mr. Rossi was present in the City

Council Chambers.

Councilmember Cacciotti requested that Mr. Rossi be sworn in and join the remainder of the City Council meeting. A second was provided by Councilmember Schneider.

Chief City Clerk Ayala administered the oath of affirmation for Councilmember Rossi.

Councilmember Rossi was seated at the dais, and formally joined the Council meeting as a City Councilmember for District 2, effective 10:10 p.m.

At this time, City Council resumed discussion on Agenda Item No. 2.

City Council had various questions and comments regarding the following: current employees soon to retire; future employee training; non-exempted employees qualifying for the Golden Handshake; previous discussions regarding staff's recommendations; etc.

City Manager DeWolfe and Human Resources Manager Casalou answered questions accordingly.

MOTION BY COUNCILMEMBER SCHNEIDER, SECOND MAYOR PRO TEM MAHMUD, CARRIED 5-0, to: direct staff to proceed with a package of personnel related cost savings including the following:

1. Impose a permanent freeze on specific vacant positions;
2. Reduce overtime for the police and fire departments;
3. Offer a retirement incentive to approximately ten employees;
4. Receive and file the attached CalPERS actuarial report and direct staff to post it on the City's website for 14 days.

## **ADJOURNMENT**

Mayor Joe announced the next Regular City Council meeting on September 2<sup>nd</sup>.

There being no further business, Mayor Joe adjourned the meeting at 10:17 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, September 2, 2020**  
**Minutes of the Regular Meeting of the City Council**

**CALL TO ORDER**

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, September 2, 2020, at 10:18 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present via Zoom:** Councilmembers Cacciotti, Rossi (attended in person), and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

**Absent:** None

**City Staff Present:** City Manager Stephanie DeWolfe (in attendance via Zoom); City Attorney Teresa Highsmith (in attendance via Zoom); and Chief City Clerk Maria E. Ayala were present at Roll Call.

**PLEDGE OF ALLEGIANCE**

Given that a Special City Council Meeting immediately preceded this Regular Meeting, the Pledge of Allegiance was not repeated, as it was conducted at the beginning of the Special Meeting.

**1. CLOSED SESSION ANNOUNCEMENTS**

**A. LABOR NEGOTIATIONS**

CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

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

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

City Negotiators: City Manager Stephanie DeWolfe; Interim Human Resources Manager Michael Casalou; Terri Highsmith, City Attorney

**B. CONFERENCE WITH LEGAL COUNSEL**

EXISTING LITIGATION, Pursuant to Government Code Section 54956.9

Case Numbers: BC707395; 20STCV23814; 19STCV42863; 20STCV02683; 19BBCV00118; BC680186; 19STCV38244

City Attorney Highsmith reported the following:

Item A – City Council received a briefing by the City’s Labor Negotiator regarding the status of negotiations with the City’s bargaining units. No action was taken by City Council.

Item B – City Council met with Legal Counsel to review various existing litigation matters. No action was taken by City Council, but direction was provided to City Staff.

**2. Public Comment**

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting’s Additional Documents):

- Sergio Babich
- Sandy Shannon
- Janna Conner
- Andrea Seigel

Chief City Clerk Ayala played an audio recording of the public comment received via the City’s public comment phone line:

- Ed Donnelly – Expressed support for the City’s UUT ballot measure.
- Helen Tran – Expressed concerns for the warm weather conditions and asked City Council to consider opening a Cooling Center.
- Anne Bagasao – Expressed concerns regarding tenant evictions occurring in the City.
- Mobin Adoku – Expressed concerns for potential loopholes to evict tenants residing in the City.
- Sandy Aguilar - Expressed concerns for potential loopholes to evict tenants residing in the City.
- Tony Morales – Expressed health concerns and various concerns for renter’s rights.

- Unknown - Expressed concerns for the warm weather conditions and asked City Council to consider opening a Cooling Center.

Councilmember Schneider requested that staff follow up with the Housing Right Center to assure their responsiveness to City residents.

City Manager DeWolfe confirmed.

At this time, Mayor Joe announced that Item No. 6 the “Southern California Edison Circuit Reliability Review Presentation” would be continued to a future meeting.

## COMMUNICATIONS

### 5. Reordering of and Additions to the Agenda

Mayor Joe requested that, in the interest of time, Item No. 12 “South Pasadena Homelessness Plan” be continued to a future meeting and Item Nos. 3 “Councilmembers Communications” and 4 “City Manager Communications” be moved to the end of the meeting.

City Council concurred.

## SPECIAL PRESENTATION

### 6. ~~Southern California Edison Circuit Reliability Review Presentation~~

Mayor Joe announced this item would be continued to a future meeting.

## CONSENT CALENDAR

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to approve Consent Calendar Item Nos. 7-10.

### 7. Minutes of the Regular City Council Meeting on July 1, 2020

City Council approved the Minutes of the Regular City Council Meeting on July 1, 2020 as presented.

### 8. Minutes of the Regular City Council Meeting on July 15, 2020

City Council approved the Minutes of the Regular City Council Meeting on July 15, 2020 as presented.

### 9. Approval of Prepaid Warrants in the Amount of \$167,211.51; General City Warrants in the Amount of \$567,948.25; General City Warrant Voids in the Amount of (\$5,477.12); Supplemental ACH Payments in the Amount of \$103,927.33; LAIF Transfer in the Amount of \$4,000,000.00.



City Council approved the Warrants as presented.

**10. Second Reading and Adoption of an Ordinance No. 2347 to Add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code.**

City Council conducted the Second Reading and Adoption **Ordinance No. 2347** to add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code (SPMC).

**PUBLIC HEARING**

**11. Public Hearing to Approve the Appropriation of Community Development Block Grant Funds-Coronavirus (CDBG-CV) to establish a one-time Emergency Rental Assistance Program (ERAP)**

Marisol Romero, Management Analyst, provided a PowerPoint presentation.

City Council had various questions and comments regarding the following: the Housing Right Center's (HRC) scope of service; HRC staffing; administrative fees; SLA language; etc.

Analyst Romero answered all questions accordingly.

Mayor Joe opened the Public Hearing at 10:58 p.m.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Sandy Shannon
- Alison Schreiner

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Alyssa Rudd – Expressed support for the item and provided comments regarding the City Cooling Centers.
- Helen Tran – Expressed support for the item and spoke about the importance of a rental assistance program.
- Unknown – Expressed support for the item.
- Ella Hushagen – Expressed support for the item and provided reasons for the support.

Mayor Joe closed the Public Hearing at 11:04 p.m.

ON A MOTION BY MAYOR PRO TEM MAHMUD, AND A SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to approve the following:

- 1) Allocate the \$73,528 CDBG-CV funds to an Emergency Rental Assistance Program (ERAP) paying a maximum of \$1,000 in rent for income qualified South Pasadena residents.
- 2) Authorize the City Manager to negotiate and enter into an agreement with the Housing Rights Center, with a not-to-exceed administrative fee of up to 15 percent.

Amendments made by Councilmember Rossi were considered in the motion to imbed SLA language regarding the 15% administrative fee and to assure responsiveness.

## INFORMATIONAL REPORTS

### **12. South Pasadena Homelessness Plan**

Mayor Joe announced this item would be continued to a future meeting.

### **13. Briefing on the State of the Rogan Funds for Fair Oaks Avenue**

Councilmember Schneider provided a brief background on the item.

Councilmember Schneider requested to direct staff to create a contract with an engineer willing to create a first-cut drawing on the loop ramp for the State Route 110 for an amount not-to-exceed \$6,000. A second provided by Mayor Pro Tem Mahmud.

Councilmember Schneider added that John Fisher would be the point of contact should there be any questions from staff.

City Council and City Manager DeWolfe had a brief discussion regarding the following: engineer of interest; the project's scope of work; City's purchasing policies; etc.

City Manager DeWolfe confirmed to provide City Council with a follow-up regarding their requests on the contract.

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line.

- Michelle Hammond – Expressed opposition for the use of Measure M funds for the projects recommended by staff.

## COMMUNICATIONS

### **3. Councilmembers Communications**

Councilmember Schneider did not provide comments.

Councilmember Cacciotti requested to amend previously approved City Council meeting minutes by adding an asterisk next to the fraudulent comments, received from aliases of Mel Trom and Emily Diaz-Vines, who were made by a former Councilmember Khubesrian. Councilmember Cacciotti also expressed apologies to the individuals affected by the comments submitted and their author.

City Council concurred to have the City Council meeting minutes amended with Councilmember Cacciotti's requests.

Mayor Pro Tem Mahmud requested an item be added to the September 16<sup>th</sup> City Council meeting agenda for the consideration to establish an Ad Hoc Subcommittee for RHNA Appeals. Mayor Pro Tem Mahmud proposed that the process be expedited and applications be circulated to the public with a proposed deadline of September 11<sup>th</sup>. A second was provided by Councilmember Cacciotti.

City Council held a brief discussion regarding the following: subcommittee membership and size; application review; selection of members; public input; etc.

Mayor Pro Tem also announced the following: the City's Cooling Center at the War Memorial will be open September 4<sup>th</sup>-7<sup>th</sup> from 12 p.m. to 6 p.m.; and, the Climate Action Plan virtual meeting will take place on September 10<sup>th</sup> at 6 p.m.

Councilmember Rossi requested an item be added to the September 16<sup>th</sup> City Council meeting agenda for the consideration of establishing an Ad Hoc Finance Subcommittee for the City's financial review.

City Council held a brief discussion regarding the following: subcommittee membership and size; subcommittee responsibilities; Finance Commission's role; etc.

Councilmember Rossi provided further clarification that he would like City Council to discuss and take action on the item regarding the Ad Hoc Finance Subcommittee for the City's financial review at the City Council meeting of September 16<sup>th</sup>.

Mayor Joe did not provide comments.

City Council welcomed Councilmember Rossi.

#### **4. City Manager Communications**

City Manager DeWolfe did not provide a report.

**ADJOURNMENT**

Mayor Joe announced the next Regular City Council meeting on September 16<sup>th</sup>.

There being no further business, Mayor Joe adjourned the meeting at 11:25 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, September 16, 2020**  
**Minutes of the Regular Meeting of the City Council**

**CALL TO ORDER**

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, September 16, 2020, at 7:32 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present via Zoom:** Councilmembers Cacciotti, Rossi (attended in person), and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

**Absent:** None

**City Staff Present:** Acting City Manager/Fire Chief Paul Riddle; City Attorney Teresa Highsmith (in attendance via Zoom); and Chief City Clerk Maria E. Ayala were present at Roll Call.

**PLEDGE OF ALLEGIANCE**

The Flag Salute led by Mayor Pro Tem Mahmud.

**1. CLOSED SESSION ANNOUNCEMENTS**

City Attorney Highsmith provided a Closed Session report for the Special Closed Session Meeting held on September 11, 2020 at 6:30 p.m.

**A. LABOR NEGOTIATIONS**

CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

- Conference with Labor Negotiators regarding labor negotiations with the following groups:
- Unrepresented Management Employees
  - South Pasadena Police Officers’ Association
  - South Pasadena Firefighters’ Association
  - South Pasadena Public Service Employees’ Association
  - South Pasadena Public Service Part Time Employees’ Association

City Negotiators: City Manager Stephanie DeWolfe; Interim Human Resources Manager Michael Casalou; Terri Highsmith, City Attorney

**B. Public Employee Performance Evaluation**

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

Title: City Manager

City Attorney Highsmith reported the following:

Item A – City Council received a briefing by the City’s Labor Negotiator regarding the status of negotiations with the City’s bargaining units. No action was taken by City Council.

Item B – City Council met and discussed a Public Employee Performance Evaluation for the City Manager. City Council voted 5-0 to separate from Former City Manager Stephanie DeWolfe.

City Attorney Highsmith provided a Closed Session report for the Regular Closed Session Meeting held on September 16, 2020 at 6:30 p.m.

**A. LABOR NEGOTIATIONS**

CONFERENCE WITH LABOR NEGOTIATOR, Pursuant to Government Code Section 54957.6

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

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

City Negotiators: City Manager Stephanie DeWolfe; Human Resources Manager Michael Casalou; City Attorney Terri Highsmith

**B. ANTICIPATED LITIGATION**

CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation, Pursuant to Government Code Section 54956.9(d) (2):

Number of Potential Cases: 1

City Attorney Highsmith reported the following:

Item A – City Council received a briefing by the City’s Labor Negotiator regarding the status of negotiations with the City’s bargaining units. No action was taken by City Council.

Item B – City Council met with Legal Counsel to review a matter of anticipated litigation. No action was taken by City Council, but direction was provided to the City Attorney and the Acting City Manager.

## **2. Public Comment**

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting’s Additional Documents):

- Stephanie Moreno
- Sam Burgess
- Chloe Martinez
- Elizabeth Mason
- Josh Betta

Chief City Clerk Ayala played an audio recording of the public comment received via the City’s public comment phone line:

- Dean Serwin – Expressed support for the renewal of the Utility Users Tax measure on the November 3<sup>rd</sup> election.
- Sam Burgess – Expressed concern for possible fire hazards on the City’s horse and hiking trail.
- Bianca Richards – Expressed support for the K-rails on Mission St. and the Al Fresco Dining program.
- Josh Betta – Expressed concerns of media statements and conduct of City Attorney Highsmith regarding the City’s confidentiality.

## **COMMUNICATIONS**

### **3. Councilmembers Communications**

Councilmember Rossi reported on having received communications from present and former commissioners regarding how commissions are currently ran. Councilmember Rossi requested that the City consider looking at best practices for city commissions by looking at neighboring cities; and establish an Ad Hoc Committee to further discuss and motion to add for an agenda item for next meeting. A second was provided by Councilmember Cacciotti for the topic to be discussed at the next City Council meeting; or the Council meeting thereafter.

Mayor Pro Tem Mahmud suggested waiting on holding discussion until the selection of an Interim City Manager occurs and the individual starts working.

Councilmember Rossi concurred.

Councilmember Cacciotti provided photos with comments regarding: City of Paso Robles Al Fresco dining; City of Paso Robles K-rails usage; City's assistance for unhoused residents; provided an update on recent construction projects from the Metro Gold Line Foothill Extension Construction Authority; etc. Councilmember Cacciotti also announced the Free Compost and Mulch Give Away on October 3<sup>rd</sup>, and thanked City Council and City Staff for their hard work.

Councilmember Schneider reported on the following: City's efforts on reviewing the Police Department's use-of-force policies; City's efforts on preventative measures for evictions of those who are effected by COVID-19; etc.

Mayor Pro Tem Mahmud reported on the following: City efforts and services for tenants who have been affected by COVID-19; resident complaints regarding Southern California Edison; reminded resident to submit public comments for the City's Clean Action Plan meeting; reported on attending a Clean Power Alliance Board Meeting; reminded residents that Clean Power Alliance provides payment credits for those who have been effected by COVID-19; etc.

Mayor Pro Tem Mahmud requested that the area described in Mr. Burgess' public comments be inspected by staff for possible fire hazard. A second was provided by Councilmember Cacciotti.

Mayor Joe announced the City Library's Citywide Reading Program from September 14<sup>th</sup> to November 1<sup>st</sup>.

#### **4. City Manager Communications**

Acting City Manager Chief Riddle announced the City's Housing Element Update Virtual Community Workshops on September 23<sup>rd</sup> and September 26<sup>th</sup>. Chief Riddle also provided brief comments regarding available parking locations after the implementation of the City's Al Fresco Dining Program.

#### **5. Reordering of and Additions to the Agenda**

There was no reordering of agenda items.

### **CONSENT CALENDAR**

Chief City Clerk Ayala announced Additional Documents for Item Nos. 16-19, and 21.

Councilmember Rossi requested Item No. 10 be pulled for individual discussion.



MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to approve Consent Calendar Items Nos. 6-9, and 11-15.

**6. Minutes of the Regular City Council Meeting on August 5, 2020**

City Council approved the Minutes of the Regular City Council Meeting on August 5, 2020 as presented.

**7. Minutes of the Special City Council Meeting on August 19, 2020**

City Council approved the Minutes of the Special City Council Meeting on August 19, 2020 as presented.

**8. Minutes of the Regular City Council Meeting on August 19, 2020**

City Council approved the Minutes of the Regular City Council Meeting on August 19, 2020 as presented.

**9. Approval of Prepaid Warrants in the Amount of \$371,272.07; Prepaid Warrant Voids in the Amount of (\$121,171.69); General City Warrants in the Amount of \$913,079.29; Supplemental ACH Payments in the Amount of \$490,298.58.**

City Council approved the Warrants as presented.

**11. Designate Romine Funds for Library Fused Glass Public Artwork**

City Council designated \$9,022.00 from the unrestricted Romine Funds toward the Ray Bradbury-themed fused glass artwork to be installed in the Library's Ray Bradbury Conference Room.

**12. Second Reading and Adoption of Ordinance No. 2348 Approving Zoning Code Amendment for Streamline Planning Review and Minor Clean-up**

City Council conducted the Second Reading and Adopted **Ordinance No. 2348** amending South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning) - Sections 36.400.020 (Authority of Land Use and Zoning Decisions), 36.400.040 (Application Preparation and Filing), 36.410.040 (Design Review), 36.410.060 (Conditional Use Permits and Administrative Use Permits), 36.410.065 (Hillside Development Permits), 36.420.020 (Time Limits and Extensions), 36.600.050 (Design Review Board), 36.610.050 (Applying, Filing, Processing and Decisions), 36.630.020 (Notice of Hearing), 36.630.040 (Review Authority Decision and Notice), and 36.630.050 (Recommendation by Planning Commission).

**13. Adoption of Resolution No. 7679 Updating the City's Conflict of Interest Code**

City Council adopted **Resolution No. 7679** amending the City's Conflict of Interest Code.

**14. Appointment of Voting Delegate and Alternate to Represent the City of South Pasadena**

**at the 2020 League of California Cities' Annual Business Meeting**

City Council appointed Mayor Pro Tem Diana Mahmud as the City of South Pasadena's (City) voting delegate and Councilmember Stephen Rossi as the alternate for the League of California Cities' (League) 2020 Annual Business Meeting on Friday, October 9, 2020, to be held virtually.

**15. Approval of the Recommended City Position for the 2020 League of California Cities Resolutions**

City Council authorized the City delegate to vote in support of the resolution being considered at the upcoming League of California Cities' (League) Annual Business Meeting being held during the League's Annual Conference (virtually).

**ITEMS PULLED FROM CONSENT**

**10. Monthly Investment Reports for July 2020**

Councilmember Rossi requested to meet with Gary Pia, City Treasure, and City Staff to ask several questions regarding the format of the report and would report back City Council after the discussion.

Councilmember Rossi provided comments regarding his review of the investment report, and noted that in 2016 there was a decline in cash balances. Councilmember Rossi requested that staff provide a 1-2 paragraphs report on next month's investment report as to why there was a decline. A second was provided by Councilmember Cacciotti.

MOTION BY COUNCILMEMBER ROSSI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to: receive and file the monthly investment reports for July 2020.

**PUBLIC HEARING**

**16. Request For Review By the City Council of the Cultural Heritage Commission's Decision to Approve Project No. 2238-COA – Certificate of Appropriateness**

Mayor Joe provided a brief background on the item.

Kanika Kith, Planning Manager, provided a pre-recorded PowerPoint presentation.

City Council had various questions and comments regarding the following: ADU conversions; tree removals; unpermitted patio cover; original conditions approved and additions; timeline in which projects were approved; etc.

Planning Manager Kith, and Malinda Lim, Associate Planner, answered questions accordingly.

Councilmember Schneider requested more attention be directed towards unpermitted tree removals and the additional conditions for replacement of trees.

Mayor Joe opened the public hearing at 8:37 p.m.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Jim Fenske
- Brenda Blatt

Chief City Clerk Ayala played an audio recording of the public comment received via the City's public comment phone line:

- Jan and Richard Marshall – Expressed opposition for the item and provided reasons for the opposition.
- Nicole Dunville – Expressed opposition for the item and provided reasons for the opposition.
- Travis Dunville – Expressed opposition for the item and provided reasons for the opposition.

Mayor Joe closed the public hearing at 8:49 p.m.

Mayor Joe confirmed that the applicant's rebuttal argument was available online under the meeting's Additional Documents. Given that the applicant was not present during the meeting, City Council was unable to ask questions regarding the applicant's rebuttal argument.

During their discussion, City Council had various questions and comments regarding the following: projects slab foundation; unpermitted tree removals; City's potential liability; procedures of obtaining the project permits; ADU parking requirement; City zoning and building laws; deferring issues back for Commission consideration; etc.

City Attorney Highsmith, Planning Manager Kith, and Associate Planner Lim answered questions accordingly.

Councilmember Schneider requested that the Public Works Department provide a statement as to why they were unable to determine the number and types of tree removed at the project site.

**MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to:**

1. Remand this project back to Cultural Heritage Commission for reconsideration, and when considered have the matters be considered separately.
2. Have the Cultural Heritage Commission considered the matter regarding the illegal additions and alterations to the project.

3. Have the Cultural Heritage Commission consider, proposed to the directive and in respect to the illegal additions and alterations, possible demolition of the slab, patio cover, and any other illegal additions at the property.
4. Refer the projects of unpermitted tree removal and replacement to the Natural Resources and Environmental Commission ultimately making a recommendation to the Cultural Heritage Commission before they meet again.
5. Have the Cultural Heritage Commission examine the proposal of the new addition and imposed regional conditions based on the considerations it made before with regard to any illegal activity on this site that they feel is appropriate.

Recommendation

~~Staff recommends that the City Council uphold the Cultural Heritage Commission's approval of Project No. 2238 COA, Certificate of Appropriateness for 1030 Brent Avenue based on the findings and conditions of approval contained in the July 16, 2020 Cultural Heritage Commission staff report.~~

**ACTION/DISCUSSION ITEMS**

**17. Adoption of a Resolution No. 7680 Confirming the Fire Department's Compliance with Mandated Inspection Duties**

Acting City Manager Chief Riddle provided the staff report.

Councilmember Cacciotti asked that Chief Riddle explain the steps Fire Department personnel follow during a fire inspection.

Chief Riddle answered accordingly.

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to: adopt the **Resolution No. 7680** acknowledging the receipt of the Fire Department's annual report of compliance for mandated inspection duties.

Additional Documents were acknowledged in the motion showing the redline edits to the staff report clarifying the mandated inspections for South Pasadena schools and nursing facilities.

**18. Ratify Appointments for the Regional Housing Needs Assessment Appeal Ad Hoc Committee**

Margaret Lin, Manager of Long Range Planning and Economic Development, provided a PowerPoint presentation.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Ed Elsner

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER ROSSI, CARRIED 5-0, to:

1. Review and provide comments regarding the City's Regional Housing Needs Assessment (RHNA) allocation appeal efforts;
2. Ratify the appointment of two members of the Planning Commission and a minimum of two (and a maximum of five) residents to participate in the temporary RHNA Appeal Ad Hoc Committee (Committee) to assist Staff on matters related to the City's RHNA allocation appeal.

Additional Documents were considered in the motion for the following appointments:

- Planning Commission Representatives
  - Janet Braun, Chair
  - John Lesak, Vice-Chair
- Community Members
  - Mark Gallatin, Cultural Heritage Commission Chair
  - Patrick Kirchen, Resident
  - Zhen Tao, Finance Commission Chair

#### **19. Approval of Option for Continued Virtual Public Commission Meetings**

Chief City Clerk Ayala provided the staff report.

City Council had various questions and comments regarding the following: transparency; recording of the meetings; costs; public comments; current IT services; current commission meeting views; Zoom subscription purchases; reimbursable COVID-19 related costs; reliability of the Zoom platform; future meeting locations; Option 2 presented on the staff report; public participation; meeting hosting controls; etc.

Chief City Clerk Ayala answered questions accordingly. Lucy Demirjian, Assistant to the City Manager, responded to questions regarding COVID-19 reimbursements.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Josh Albrekton

MOTION BY MAYOR PRO TEM MAHMUD, SECOND BY COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to:

1. Review the options as presented to continue virtual public commission meetings; and
2. Selected Option 1 as the designated commission meeting virtual format.

An Additional Document was acknowledged in the motion providing additional information regarding virtual meetings for the Planning Commission, Cultural Heritage Commission, and Design Review Board.

**20. Adopt Resolution No. 7681 authorizing a CalPERS Early Retirement Incentive Program**

Michael Casalou, Human Resources Manager, provided the staff report.

Mayor Pro Tem Mahmud and Councilmember Rossi had questions and comments regarding the following: impact to calculations; department restructuring; cost savings; etc.

Human Resources Manager Casalou answered all questions accordingly.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to: adopt the proposed **Resolution No. 7681** authorizing an early retirement incentive program under CalPERS.

**21. Formation of Finance Ad Hoc Committee**

Assistant to the City Manager Demirjian provided the staff report.

Councilmember Rossi provided additional information on the item.

During their discussion, City Council had questions and comments regarding the following: membership of the ad hoc committee; scope of responsibilities; Brown Act requirements; Finance Commission input; etc.

Councilmember Rossi and City Attorney Highsmith answered questions accordingly.

Mayor Pro Tem Mahmud recommended the item be deferred to the Finance Commission to determine the Finance ad hoc committee scope of responsibilities.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to: have this item remanded to the Finance Commission for recommendations to City Council before the next Regular City Council meeting and have Councilmember Rossi present the item at their Commission meeting.

Recommendation

~~It is recommended that the City Council:~~

- ~~1. Provide direction on the scope of work to be assigned to a Finance ad hoc committee, the composition of such an ad hoc committee, and the process for assembling such a committee.~~
- ~~2. Provide direction on the composition of the proposed ad hoc committee and resulting process for filling ad hoc committee positions.~~

**Action/Discussion Item Added to Agenda as Addendum:**

**22. Consideration of Employment Agreement and Resolution No. 7682 for Post-Retirement Employment of Elaine Aguilar for the Position of Interim Assistant City Manager**

Human Resources Manager Casalou provided the staff report.

City Council had various questions and comments regarding: Interim Assistant City Manager start date; terms for length of services; Finance Director's employment status; fiscal impact; possible modifications to the employment agreement; etc.

City Attorney Highsmith and Human Resources Manager Casalou answered all questions accordingly.

Mayor Joe requested a "Financial Impact" section be included onto the staff report. City Council concurred.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM MAHMUD, CARRIED 5-0, to approve:

1. The **Resolution No. 7682** of the City of South Pasadena Requesting Approval of Public Employee's Retirement System (PERS) for Hiring of Annuitant for Temporary Appointment to Position of Interim Assistant City Manager Pursuant to Government Code Sections 21221(h) and 7522.56(f)(1) and
2. Approve the Employment Agreement with Elaine Aguilar for the Position of Interim Assistant City Manager during the absence of Finance Director, Karen Aceves and/or the recruitment process for a new full time City Manager.

Amendments made by Councilmember Cacciotti (with a second by Mayor Pro Tem Mahmud) were considered in the motion to modify the terms of employment stating September 21, 2020 to March 31, 2021.

## ADJOURNMENT

Mayor Joe announced a next Regular City Council meeting on October 7<sup>th</sup>.

There being no further business, Mayor Joe adjourned the meeting at 11:13 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, September 23, 2020**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, September 23, 2020, at 12:00 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present via Zoom:** Councilmembers Cacciotti, Rossi, and Schneider; Mayor Pro Tem Mahmud (Mayor Pro Tem Mahmud joined the meeting at 12:02 p.m.); and Mayor Joe

**Absent:** None

**City Staff Present:** Acting City Manager Fire Chief Paul Riddle; Assistant City Attorney Andrew Jared (in attendance via Zoom); and Chief City Clerk Maria E. Ayala were present at Roll Call.

**PLEDGE OF ALLEGIANCE**

Mayor Joe deferred the flag salute to Acting City Manager Chief Riddle.

Mayor Joe made an acknowledgement that Sean Joyce (in attendance via Zoom), Candidate for the Interim City Manager appointment, was also actively present during the meeting.

**CLOSED SESSION ANNOUNCEMENTS**

**1. CLOSED SESSION**

ANNOUNCEMENT(S) FROM SPECIAL CLOSED SESSION ON SEPTEMBER 19, 2020.

**A. PUBLIC EMPLOYMENT**

(Government Code Section 54957)

Title: Interim City Manager



Assistant City Attorney Jared reported the following:

Item A – City Council met to consider options for an appointment of an Interim City Manager. City Council directed City Staff to produce a temporary employment agreement that would be considered at a Special City Council meeting on September 23, and ratifications of the decision would be considered at the Regular City Council meeting of October 7.

## **ACTION/DISCUSSION**

Mayor Pro Tem Mahmud requested Item No. 3 “Consideration of Employment Agreement and a Resolution for Post-Retirement Employment of Sean Joyce for the Position of Interim City Manager” be considered first. A second was provided by Councilmember Cacciotti.

City Attorney Jared advised on the reasons, pursuant to Government Code §21221(h) for the order of the agenda items, and further elaborated on the fact that the appointment may only be made after a recruitment process has been commenced.

### **2. Initiation of recruitment for City Manager and authorize staff to seek proposals for Consultant Services for City Manager Executive Recruitment**

Mayor Pro Tem Mahmud, Councilmember Cacciotti and Schneider had questions and comments regarding the following: circulation of a Request for Proposals; initiating recruitment process without hiring a firm; what the requirements of a recruitment process are; etc.

Councilmember Cacciotti recommended that a recruitment process be initiated and started internally without hiring a firm.

Assistant City Attorney Jared and Mr. Joyce provided responses to questions accordingly. Assistant City Attorney Jared further clarified that Councilmember Cacciotti’s recommendation would satisfy the requirements of the Government Code that would then address the PERS issue.

Councilmember Schneider concurred with Councilmember Cacciotti’s recommendation.

Michael Casalou, Human Resources Manager, provided the staff report.

Mayor Pro Tem Mahmud concurred with Councilmember Cacciotti’s recommendation, and added that the recruitment process be initiated but that Council not authorize staff to seek proposals so that input may be obtained by Mr. Joyce (as Interim City Manager).

Mayor Joe called for Public Comment.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting’s Additional Documents):

- Chris Bray
- Sam Burgess

Chief City Clerk Ayala played an audio recording of the public comment received via the City’s public comment phone line:

- Sam Burgess – Provided comments suggesting that the Interim City Manager be appointed before contracting a recruitment firm.
- Joanne Nuckols – Provided comments suggesting that the Interim City Manager be appointed before contracting a recruitment firm.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to approve:

1. Allowing the current Acting City Manager to initiate the recruitment process for a City Manager through his office, and not through an RFP process; and
2. Delaying any determination as to how said recruitment should be conducted until City Council has had the opportunity to be advised by the Interim City Manager.

Recommendation:

~~It is recommended that the City Council authorize the Acting City Manager to seek proposals from executive recruitment firms to coordinate the City Manager recruitment and selection process.~~

**3. Consideration of Employment Agreement and Resolution No. 7683 for Post-Retirement Employment of Sean Joyce for the Position of Interim City Manager**

Human Resources Manager Casalou provided the staff report.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting’s Additional Documents):

- Sam Burgess

Chief City Clerk Ayala played an audio recording of the public comment received via the City’s public comment phone line:

- Sam Burgess – Expressed gratitude for the consideration of Sean Joyce for the position of Interim City Manager and asked the City Council to appoint him as soon as possible.
- Bianca Richards – Expressed gratitude for the consideration of Sean Joyce for the position of Interim City Manager.
- Joanne Nuckols – Expressed support for the appointment of Sean Joyce for the position of Interim City Manager.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to approve:

1. The **Resolution No. 7683** of the City of South Pasadena Requesting Approval of Public Employee's Retirement System (PERS) for Hiring of Annuitant for Temporary Appointment to Position of Interim City Manager Pursuant to Government Code Sections 21221(h); and
2. Approve the Employment Agreement with Sean Joyce for the Position of Interim City Manager during the recruitment process for a new full time City Manager.

City Council welcomed Interim City Manager Joyce and thanked Chief Riddle for his work while serving as the Acting City Manager.

## **ADJOURNMENT**

There being no further business, Mayor Joe adjourned the meeting at 12:23 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



**Wednesday, September 28, 2020**  
**Minutes of the Special Meeting of the City Council**

**CALL TO ORDER**

A Special Meeting of the South Pasadena City Council was called to order by Mayor Joe on Wednesday, September 28, 2020, at 7:34 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

**ROLL CALL**

**Present via Zoom:** Councilmembers Cacciotti, Rossi, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe

**Absent:** None

**City Staff Present:** Interim City Manager Sean Joyce (in attendance via Zoom); Assistant City Attorney Andrew Jared (in attendance via Zoom); and Chief City Clerk Maria E. Ayala were present at Roll Call.

**PLEDGE OF ALLEGIANCE**

Councilmember Rossi led the flag salute.

**ACTION/DISCUSSION**

**1. Formation of Finance Ad Hoc Committee**

Interim City Manager Joyce introduced the item.

Elaine Aguilar, Interim Assistant City Manager, provided the staff report.

Councilmember Rossi provided additional information regarding the staff report and elaborated on the Additional Documents for the item.

Mayor Joe, Mayor Pro Tem Mahmud, and Councilmember Cacciotti had various questions and comments regarding the following: support on the item; the ad hoc committee's ability to make recommendations to City Council; Finance Commission input; etc.

Councilmember Rossi, Interim City Manager Joyce, and Interim Assistant City Manager Aguilar responded to questions accordingly.

Mayor Joe asked for Public Comment.

Chief City Clerk Ayala announced the names of those who submitted public comment via e-mail (these comments were not read, but are added to the official final record of the meeting and are available under the meeting's Additional Documents):

- Chris Bray

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND MAYOR PRO TEM MAHMUD, CARRIED 5-0, to:

1. Receive and approve the Finance Commission's recommendations on the formation of an Ad Hoc Finance Committee and approve its scope of work, composition and application process for community members (resident electors) to be appointed to the committee.

Additional Documents were acknowledged in the motion providing specificity with the scope and purpose for the proposed Finance ad hoc Committee considered by the City Council.

Councilmember Rossi informed the rest of City Council that another Councilmember would have to be appointed in case he is no longer serving on the City Council past December 2<sup>nd</sup>, as the ad hoc committee is expected to continue past that date.

City Council held a brief discussion regarding the councilmembers who would be serving on the Ad Hoc Finance Committee.

MOTION BY MAYOR PRO TEM MAHMUD, SECOND COUNCILMEMBER CACCIOTTI, CARRIED 5-0, to:

2. Approve the appointment of Mayor Joe and Councilmember Rossi as the members to serve on the ad hoc Finance Committee.

## **ADJOURNMENT**

There being no further business, Mayor Joe adjourned the meeting at 7:54 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor



# City Council Agenda Report

ITEM NO. 14

**DATE:** October 07, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Elaine Aguilar, Interim Assistant City Manager

**SUBJECT:** **Approval of Prepaid Warrants in the Amount of \$263,986.42; Prepaid Warrant Voids in the Amount of (\$5,329.08); General City Warrants in the Amount of \$423,344.66; Payroll in the Amount of \$1,208,704.56; Supplemental ACH Payments in the Amount of \$62,551.47.**

### Recommendation Action

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

### Fiscal Impact

#### Prepaid Warrants:

Warrant # 311367-311399	\$	76,320.22
ACH	\$	187,666.20
Voids	\$	(5,329.08)

#### General City Warrants:

Warrant # 311400-311458	\$	246,840.14
ACH	\$	176,504.52
Voids	\$	0

Payroll Period Ending 09/13/2020 \$ 615,389.94

Payroll Period Ending 09/27/2020 \$ 593,314.62

Wire Transfers (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers (Acct # 2413) \$ 0

Wire Transfers (Acct # 1936) \$ 0

Supplemental ACH Payment \$ 62,551.47

#### RSA:

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total	\$	1,953,258.03
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### Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants

October 07, 2020

Page 2 of 2

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its

inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website.

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Supplemental ACH Payments
5. Voids
6. Payroll

**ATTACHMENT 1**  
**Warrant Summary**



**City of South Pasadena  
Demand/Warrant Register**

Date 10.07.2020

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	143,154.57	339,207.25
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	-	-
Local Transit Return "C"	207	3,671.21	4,786.48
TEA/Metro	208	-	-
Sewer Fund	210	369.27	-
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	277.33	3,762.86
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	42,200.00	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	1,926.01	10.34
State Gas Tax	230	440.32	545.54
County Park Bond Fund	232	47.35	2,194.72
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	2,005.50
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	7,618.32
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	47,440.85	63,197.27
Water Efficiency Fund	503	2,712.13	16.38
2016 Water Revenue Bonds Fund	505	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	21,747.38	-
<b>Column Totals:</b>		<b>263,986.42</b>	<b>423,344.66</b>

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	-
<b>RSA Report Totals:</b>		<b>-</b>	<b>-</b>
<b>City Report Totals:</b>			<b>687,331.08</b>

Payroll Period Ending 09/13/2020	615,389.94
Payroll Period Ending 09/27/2020	593,314.62
Wire Transfer - LAIF	-
Wire Transfer - RSA	-
Wire Transfer - Acct # 2413	-
Wire Transfer - Acct # 1936	-
Supplemental ACH Payments	62,551.47
Voids - Prepaid	(5,329.08)
Voids - General Warrant	-

**Grand Report Total: 1,953,258.03**

Robert Joe, Mayor

Elaine Aguilar, Interim Assistant City Manager

**ATTACHMENT 2**  
**Prepaid Warrant List**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
Printed: 10/1/2020 2:41 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ACTM3010	Accountemps (Robert Half International)	09/16/2020	
	56151558	Full Time Accountant for Finance Backlog W/E		2,621.70
	56193187	Full Time Accountant for Finance Backlog W/E		2,598.75
	56208033	Full Time Accountant for Finance Backlog W/E		2,598.75
	56246047	Full Time Accountant for Finance Backlog W/E		-517.05
	56256877	Full Time Accountant for Finance Backlog W/E		1,923.75
	56278527	Full Time Accountant for Finance Backlog W/E		2,565.00
Total for this ACH Check for Vendor ACTM3010:				11,790.90
Total for 9/16/2020:				11,790.90
Report Total (1 checks):				11,790.90

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
Printed: 10/1/2020 2:37 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	BLBD3032 1353561	Blackboard Inc. Blackboard Mass Communication System FY20-	09/16/2020	15,085.88
Total for this ACH Check for Vendor BLBD3032:				15,085.88
Total for 9/16/2020:				15,085.88
Report Total (1 checks):				15,085.88

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
Printed: 10/1/2020 2:44 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CDW5246 WGK1666	CDW Government LLC MS GSA WIN PRO 10	09/16/2020	2,848.34
Total for this ACH Check for Vendor CDW5246:				2,848.34
Total for 9/16/2020:				2,848.34
Report Total (1 checks):				2,848.34

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
Printed: 10/1/2020 2:39 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	DIG0800 39539	Digital Telecommunications Corp IT Phones - Monthly Service for October 2020	09/16/2020	927.00
Total for this ACH Check for Vendor DIG0800:				927.00
Total for 9/16/2020:				927.00
Report Total (1 checks):				927.00

# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
Printed: 10/1/2020 2:42 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	MNBL8170	Munibilling	09/16/2020	
	11019	Absorb Charge		9,997.20
	11019	Water Billing Services		31,727.80
	11063	Postage		2,037.28
	11064	Postage		201.25
Total for this ACH Check for Vendor MNBL8170:				43,963.53
Total for 9/16/2020:				43,963.53
Report Total (1 checks):				43,963.53

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
Printed: 10/1/2020 2:45 PM



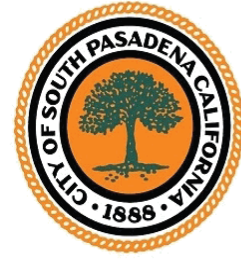
Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA3010 1360	SPCC Corp 1st Qtr. BIT Allocation for FY20-21	09/16/2020	42,200.00
Total for this ACH Check for Vendor CHA3010:				42,200.00
Total for 9/16/2020:				42,200.00
Report Total (1 checks):				42,200.00



# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
 Printed: 10/1/2020 2:33 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311367	CDTF5010 TF500301	CA Dept. of Tax & Fee Administration Transaction & Use Tax Implementation Pmt. to	09/16/2020	20,851.08
Total for Check Number 311367:				20,851.08
311368	CPO4011 249210	CA Peace Officers Ass'n. Training Class for PD Clerk Jose Ramirez (10/08	09/16/2020	250.00
Total for Check Number 311368:				250.00
311369	CAN0607 5772	Cantu Graphics Election Materials for District Elections 2020	09/16/2020	1,427.41
Total for Check Number 311369:				1,427.41
311370	CRSC2013 2829	Capital Research & Consulting LLC Quarterly Payment for Mgmt. of City's 457 Plan	09/16/2020	2,722.62
Total for Check Number 311370:				2,722.62
311371	DSP0755 8797	D & S Printing No. 10 Window Envelopes for Finance Dept. Qt	09/16/2020	584.33
Total for Check Number 311371:				584.33
311372	FHCM5011 1241	Foothill Communications Annual Service of Communication Equipment	09/16/2020	3,000.00
Total for Check Number 311372:				3,000.00
311373	GOL4011 11/30-12/11/20	Golden West College CPL. Randy Wise Training Class (11/30-12/11/2	09/16/2020	254.00
Total for Check Number 311373:				254.00
311374	HRCS2011 # 10 # 11 # 12	Housing Rights Center Housing Rights Center: Fair Housing Program A Housing Rights Center: Fair Housing Program M Housing Rights Center: Fair Housing Program Ju	09/16/2020	567.90 533.23 824.88
Total for Check Number 311374:				1,926.01
311375	KIMT4010 3193	Kim Turner LLC P.A. Samantha Munoz Training Class (09/27/20	09/16/2020	125.00
Total for Check Number 311375:				125.00
311376	PHS4011 JUNE2020SoPas	Pasadena Humane Society Animal Control Services June 2020	09/16/2020	10,266.00
Total for Check Number 311376:				10,266.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311377	SCMM6116 0018318 0018319	So. Cal Mobile Maint. CNG Tank Emergency Repair for MV-1 Passeng CNG Tank Emergency Repair for MV-1 Passeng	09/16/2020	1,658.92 1,658.92
Total for Check Number 311377:				3,317.84
311378	POR4707 114-10149476 114-10217106	United Site Services, Inc. COVID-19 Port-a-Potty Handwashing Station fo COVID-19 Port-a-Potty Handwashing Station fo	09/16/2020	250.02 1,371.67
Total for Check Number 311378:				1,621.69
311379	VEBU3010 71539432 71568701	MCI Comm Service Verizon Business Svcs Customer ID: SV193519 Conferencing Line Customer ID: SV193519 Conferencing Line	09/16/2020	255.42 280.99
Total for Check Number 311379:				536.41
311380	VERW6711 9859353460 9859532229 9859532229 9859532230 9860972067 9861412719	Verizon Wireless Account # 571839627-00001 (06/24-07/23/2020 Account # 270619951-00002 (06/27-07/26/2020 Account # 270619951-00002 (06/27-07/26/2020 Account # 270619951-00004 (06/27-07/26/2020 Account # 842311063-00001 (07/18-08/17/2020 Account # 571839627-00001 (07/24-08/23/2020	09/16/2020	32.06 501.89 38.01 506.58 592.99 16.03
Total for Check Number 311380:				1,687.56
Total for 9/16/2020:				48,569.95
Report Total (14 checks):				48,569.95

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
 Printed: 10/1/2020 2:37 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	ACTM3010 56376612	Accountemps (Robert Half International) Full Time Accountant for Finance Backlog W/E	09/24/2020		2,632.50
Total for this ACH Check for Vendor ACTM3010:				0.00	2,632.50
ACH	AME0229 010-19062 010-19062 010-19062 010-19062	Ameritas Employee Vision Premiums (July 2020) Employee Vision Premiums (August 2020) Employee Vision Premiums (September 2020) Employee Vision Premiums (June 2020)	09/24/2020		3,219.36 3,190.16 3,190.16 3,246.80
Total for this ACH Check for Vendor AME0229:				0.00	12,846.48
ACH	CEAP7000 September 2020	South Pasadena Part Time Employees Assn Union Dues - September 2020	09/24/2020		264.00
Total for this ACH Check for Vendor CEAP7000:				0.00	264.00
ACH	COBR7131 1153490 123710	The Advantage Group Retiree Health Premium Reimb. Batch ID: 11534 Retiree Health Premium Admin Fee September 2	09/24/2020		13,524.98 300.00
Total for this ACH Check for Vendor COBR7131:				0.00	13,824.98
ACH	SIR8011 INV02838	SirsiDynix Library Information Services and products from	09/24/2020		31,532.50
Total for this ACH Check for Vendor SIR8011:				0.00	31,532.50
ACH	SOU5230 September 2020 September 2020 September 2020	S.P.Firefighters L-3657 Union Rec Dues - September 2020 September 2020 - Union Dues Union Insurance - September 2020	09/24/2020		90.00 2,300.00 147.42
Total for this ACH Check for Vendor SOU5230:				0.00	2,537.42
ACH	SOU5435 September 2020 September 2020	S.P.P. O. A. Union Ins.- September 2020 Union Dues - September 2020	09/24/2020		2,129.48 2,530.00
Total for this ACH Check for Vendor SOU5435:				0.00	4,659.48
ACH	SOU5451 September 2020	S.P.Public Srvc Empl. Ass'n Union Dues - September 2020	09/24/2020		1,440.00
Total for this ACH Check for Vendor SOU5451:				0.00	1,440.00
ACH	URTL6711 185987305	United Rentals Rental of 21,000 Gallon Storage for Backwash C	09/24/2020		1,113.19
Total for this ACH Check for Vendor URTL6711:				0.00	1,113.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
311381	AT&T5011 248 134-6100 331 841-0756 331 841-0802	AT&T Service Account: 248 134-6100 210 5 (09/01-09- Service Account: 331 841-0756 343 2 (09/07-10- Service Account: 331 841-0802 343 6 (09/07-10-	09/24/2020		38.56 33.06 33.03
Total for Check Number 311381:				0.00	104.65
311382	ATCN9011 15233454	AT&T Account # CLAPDSOPAS (07/27-08/26/2020)	09/24/2020		639.88
Total for Check Number 311382:				0.00	639.88
311383	CIN4011 287014917916x09 287269956155x09 287288006612x08 287288006612x08 287288006612x08 287288006612x08 287288006612x08 287297984615x09	AT&T Mobility Account# 287014917916 (08/09-09/08/2020) Account# 287269956155 (09/07-10/06/2020) Public Works Firstnet Cell Phone Services (Aug) Public Works Firstnet Cell Phone Services (Aug) Public Works Firstnet Cell Phone Services (Aug) Public Works Firstnet Cell Phone Services (Aug) Account# 287297984615 (08/03-09/02/2020)	09/24/2020		2,256.08 666.86 284.49 309.32 784.17 91.96 334.20
Total for Check Number 311383:				0.00	4,727.08
311384	CBSE6010 69358093	Cell Business Equipment Community Services Copier (08/01-08/31/2020)	09/24/2020		266.00
Total for Check Number 311384:				0.00	266.00
311385	KRIK5011 2020-2021	M. Krikorian, Treasurer Fire Prevention Officers 2020-21 Membership D	09/24/2020		75.00
Total for Check Number 311385:				0.00	75.00
311386	PayPlus 23717 23920 24118	PayPlus Solutions Insight E-Tools Monthly Conversion of ADP Report to xml form Monthly Conversion of ADP Report to xml form Monthly Conversion of ADP Report to xml form	09/24/2020	VOID	217.00 217.00 217.00
Total for Check Number 311386:				651.00	0.00
311387	PBGF8031 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332	Pitney Bowes Global Fin. Svc LLC Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2 Pitney Bowes Qtr. Lease Payment 06/30-09/29/2	09/24/2020	VOID	49.32 49.32 49.32 49.32 197.23 49.32 49.32 197.27 197.27 49.32 49.32
Total for Check Number 311387:				986.33	0.00
311388	SOCT8030 IN1587144	SoCal Office Technologies Citywide Copier Charges (05/18-08/17/2020) Cc	09/24/2020		36.32
Total for Check Number 311388:				0.00	36.32
311389	THCS8170 2281	Thales Consulting Solutions for Governmen Preparation of City's Annual Transaction Report	09/24/2020		2,200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 311389:	0.00	2,200.00
311390	SOGA6501	The Gas Company	09/24/2020		
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.07
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.22
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.23
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.10
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.10
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.21
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.25
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.10
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.23
	196-493-8529 1	CNG for City Vehicles (07/01-08/01/2020)			118.23
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.10
	196-493-8529 1	CNG for City Vehicles (08/01-09/01/2020)			159.10
			Total for Check Number 311390:	0.00	1,663.94
311391	TIM4011	Time Warner Cable	09/24/2020		
	0029763082720	Account # 8448 20 899 0029763 (Police Dept. S			260.68
	0070193090120	Account # 8448 30 008 0070193 (09/01-09/30/21			78.95
	0224964090820	Account # 8448 30 008 0224964 (09/08-10/07/21			3.11
	0311688091120	Account # 8448 30 008 0311688 (09/11-10/10/21			2,472.44
	0311704091120	Account # 8448 30 008 0311704 (09/11-10/10/21			1,236.22
	0311712091120	Account # 8448 30 008 0311712 (09/11-10/10/21			1,190.00
	0355990090220	Account # 8448 30 008 0355990 (09/02-10/01/21			410.53
			Total for Check Number 311391:	0.00	5,651.93
311392	POR4707	United Site Services, Inc.	09/24/2020		
	114-10149476	Port-a-Potty Handwashing Station @ Library Pa			250.02
	114-10217106	Port-a-Potty Handwashing Station @ Library Pa			1,371.67
			Total for Check Number 311392:	0.00	1,621.69
311393	VERW6711	Verizon Wireless	09/24/2020		
	9861593379	Account # 270619951-00002 (07/27-08/26/2020			497.20
	9861593379	Account # 270619951-00002 (07/27-08/26/2020			38.01
	9861593380	Account # 270619951-00004 (07/27-08/26/2020			505.98
			Total for Check Number 311393:	0.00	1,041.19
311394	WLHD8020	Westlake Hardware	09/24/2020		
	14300832	Police Dept. Supplies			25.32
	14300837	Police Dept. Supplies			13.73
	14300894	Police Dept. Supplies			8.80
	14300910	Police Dept. Supplies			86.62
	14300953	Public Works Dept. Supplies (COVID-19)			41.33
	14300962	Public Works Dept. Supplies			163.97
	14300971	Public Works Dept. Supplies (COVID-19)			228.18
	14300974	Police Dept. Supplies			40.78
	14300975	Police Dept. Supplies			15.39
	14300978	Police Dept. Supplies			13.20
	14300982	Public Works Dept. Supplies			38.57
	14300983	Public Works Dept. Supplies			33.06
	14300984	Police Dept. Supplies			8.37
	14300988	Public Works Dept. Supplies			163.89
	14301008	Public Works Dept. Supplies			47.35
	14301010	Public Works Dept. Supplies			105.75
	14301011	Public Works Dept. Supplies			102.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	14301012	Public Works Dept. Supplies			6.60
	14301013	Public Works Dept. Supplies			163.03
	14301015	Public Works Dept. Supplies (COVID-19)			174.80
	14301018	Police Dept. Supplies			7.27
	14301022	Public Works Dept. Supplies (COVID-19)			21.90
	14301029	Public Works Dept. Supplies (COVID-19)			86.34
	14301034	Public Works Dept. Supplies (COVID-19)			12.19
	14301035	Police Dept. Supplies			5.50
	14301037	Public Works Dept. Supplies			154.26
	14301040	Police Dept. Supplies			21.77
	14301041	Public Works Dept. Supplies			368.20
	14301091	Fire Dept. Supplies			38.95
			Total for Check Number 311394:	0.00	2,197.59
311395	WHI6410 357663	Whittier Fertilizer Co. Landscape Services (135 Cubic Yards of Mulch)	09/24/2020		2,712.13
			Total for Check Number 311395:	0.00	2,712.13
311396	XRXF5010 2248564	Xerox Financial Svcs Xerox Copier Lease Payment (05/18-09/17/2020)	09/24/2020		488.15
			Total for Check Number 311396:	0.00	488.15
			Total for 9/24/2020:	1,637.33	94,276.10
			Report Total (25 checks):	1,637.33	94,276.10

# Accounts Payable

## Checks by Date - Detail by Check Date

User: calvarez  
 Printed: 10/1/2020 2:01 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311397	PayPlus 23717 23920 24118	PayPlus Solutions Insight E-Tools Monthly Conversion of ADP Report to xml form Monthly Conversion of ADP Report to xml form Monthly Conversion of ADP Report to xml form	09/28/2020	217.00 217.00 217.00
			Total for Check Number 311397:	651.00
311398	PBGF8031 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332 3104167332	Pitney Bowes Global Fin. Svc LLC Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020 Pitney Bowes Qtr. Lease 06/30-09/29/2020	09/28/2020	197.27 49.32 197.23 49.32 49.32 49.32 49.32 49.32 197.27 49.32 49.32 49.32
			Total for Check Number 311398:	986.33
311399	DUN1111 00382805 08.27.2020 9VM4WT	Daniel Dunn Reimb. Expense for Gasoline Fire Strike Team Reimb. Expense for Sleeping Bags Fire Strike T Reimb. Expense for Car Rental Fire Strike Team	09/28/2020	52.03 198.41 799.62
			Total for Check Number 311399:	1,050.06
			Total for 9/28/2020:	2,687.39
			Report Total (3 checks):	2,687.39

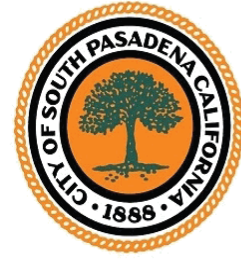
**ATTACHMENT 3**  
**General City Warrant List**



# Accounts Payable

## Checks by Date - Detail by Check Date

User: ealvarez  
 Printed: 10/1/2020 1:39 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CDW5246 WPL8265	CDW Government LLC MS Surface Doc & Pro Signa	10/07/2020	629.34
Total for this ACH Check for Vendor CDW5246:				629.34
ACH	CHWP2010 43889 43889 43890 43891 43892 43893 43894 43895 43896 43897	Colantuono,Highsmith & Whatley,PC COVID-19 General Services Case 2 Transportation (710 Issues) Labor & Employment Misc. Litigation Special Projects Tax & Assesment Gardena v. RWQCB Water & Utilities	10/07/2020	815.00 9,193.89 4,491.61 27.87 5,904.50 2,209.50 12,046.00 710.50 130.00 1,268.00
Total for this ACH Check for Vendor CHWP2010:				36,796.87
ACH	DDL8010 2197 2207	Dr. Detail Ph.D Disinfection of Interior of Police Dept, Vehicles Fleet Cleaning and Sanitizing for Dial-a-Ride 09/	10/07/2020	425.00 520.00
Total for this ACH Check for Vendor DDL8010:				945.00
ACH	DEL4000 10424906607	Dell Marketing L.P. Dell Laptop	10/07/2020	6,016.83
Total for this ACH Check for Vendor DEL4000:				6,016.83
ACH	GPPT9090 418921 418922 419189	Gopher Patrol Rodent Control City Parks 07/06/2020 Rodent Control City Parks 07/31/2020 Rodent Control City Parks 07/24/2020	10/07/2020	250.00 250.00 95.00
Total for this ACH Check for Vendor GPPT9090:				595.00
ACH	LCW7456 1498373 1498375 1498376 1498378 1505066 1505067 1505069 1505070 1505071	Liebert Cassidy Whitmore Personnel Matters 04/2020 Personnel Matters 04/2020 Personnel Matters 04/2020 Personnel Matters 04/2020 Personnel Matters 08/2020 Personnel Matters 08/2020 Personnel Matters 08/2020 Personnel Matters 08/2020 Personnel Matters 08/2020	10/07/2020	11,522.00 114.00 60.00 2,136.00 376.00 1,952.00 5,134.00 684.00 1,216.00
Total for this ACH Check for Vendor LCW7456:				23,194.00
ACH	NEOF8011	Quadient Finance USA, Inc.	10/07/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	779004022608022	Postage Machine Late Fee		39.00
	INV16138647	Postage Machine Late Fee		68.34
Total for this ACH Check for Vendor NEOF8011:				107.34
ACH	OFF4011	Office Solutions	10/07/2020	
	I-01789340	3 Toners - Dell B-1260-BK		181.75
	I-01792373	Office Supplies PD Dept.		213.73
	I-01792376	Office Supplies PD Dept.		75.70
Total for this ACH Check for Vendor OFF4011:				471.18
ACH	OVDR8011	OverDrive Inc.	10/07/2020	
	01148CO20259762	eBooks / Audiobooks		150.00
	01148CO20259768	eBooks / Audiobooks		226.98
Total for this ACH Check for Vendor OVDR8011:				376.98
ACH	PEDS6010	Prime Electric Distributors	10/07/2020	
	S1395810.001	City Electrical Supplies		328.50
	S1396704.001	City Electrical Supplies		84.32
	S1397660.001	City Electrical Supplies		102.36
	S1398019.001	City Electrical Supplies		139.32
	S1405396.001	City Electrical Supplies		105.12
	S1408163.001	City Electrical Supplies		210.24
	S1408164.001	City Electrical Supplies		475.23
	S1408538.001	City Electrical Supplies		490.56
	S1412000.001	City Electrical Supplies		490.56
	S1412001.001	City Electrical Supplies		218.87
	S1412002.001	City Electrical Supplies		411.00
	S1413092.001	City Electrical Supplies		102.93
	S1414256.001	City Electrical Supplies		68.94
	S1415087.001	City Electrical Supplies		381.26
Total for this ACH Check for Vendor PEDS6010:				3,609.21
ACH	POS5265	Post Alarm Systems	10/07/2020	
	1304933	WMB Security Monitoring		56.74
	1304933	WMB Security Monitoring		56.74
Total for this ACH Check for Vendor POS5265:				113.48
ACH	STA5219	Staples Business Advantage	10/07/2020	
	3446672782	CSD Office Supplies		38.15
	3446672782	CSD Office Supplies		44.60
	3449345551	Engineering Office Supplies		165.39
	3449566164	Office Supplies PW Engineering		20.70
	3449751100	Engineering Office Supplies		24.20
	3450396637	Engineering Office Supplies		15.92
	3451265684	CSD Office Supplies COVID-19		19.81
	3452119122	Fire Dept. Office Supplies		32.39
	3453354455	Library Office Supplies		36.76
	3453533629	Library Office Supplies		70.32
	3454023680	MS Office Supplies		122.88
	3454541297	Fire Dept. Office Supplies		15.08
	3454662232	Fire Dept. Office Supplies		163.05
	3454801122	MS Office Supplies		146.61
	34554719339	Office Supplies CSD		100.53
Total for this ACH Check for Vendor STA5219:				1,016.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	TRA5998	Transtech Engineers, Inc.	10/07/2020	
	20201424	SP Code Adoption		346.88
	20201425	3rd Party Soils Review 226 Warwick		1,552.98
	20201426	3rd Party Soils Review 228 Warwick		1,552.98
	20201427	3rd Party Soils Review 728 Bonita		1,552.98
	20201428	3rd Party Soils Review 1532 Indiana		1,455.25
	20202098	Building Division & Plan Check Services		13,433.05
	20202431	Building Division & Plan Check Services		19,191.12
	20202432	Building Division & Plan Check Services		16,671.32
	20202433	3rd Party Soils 1532 Indiana		537.90
	20202768	Building Division & Plan Check Services		22,849.08
	20202769	Building Division & Plan Check Services		21,509.36
Total for this ACH Check for Vendor TRA5998:				100,652.90
ACH	WES4152	West Coast Arborists, Inc.	10/07/2020	
	162686	Street Tree Maint. Removal Replacement		300.00
	162686	Street Tree Maint. Professional Services		1,680.00
Total for this ACH Check for Vendor WES4152:				1,980.00
311400	11ACR701 1548 Revised	11:11 A Creative Collective, Inc Curation - Art Show	10/07/2020	4,360.00
Total for Check Number 311400:				4,360.00
311401	SISS4010 INV814837	3SI Security Systems 5 Tracking Service - 12 Month	10/07/2020	1,080.00
Total for Check Number 311401:				1,080.00
311402	AZDB8011 503065	A to Z Databases Digital Resources: Subscription Renewal: 08/01-	10/07/2020	1,586.00
Total for Check Number 311402:				1,586.00
311403	ALPL2029 43362	Albright Lighting Plastics LLC Round Light Fixture Lens for Civic Center Parki	10/07/2020	225.44
Total for Check Number 311403:				225.44
311404	ANT0243 57108	Antrim's Security Co., Inc. Yard Fuel Cabinet Lock & Key Duplication	10/07/2020	26.46
Total for Check Number 311404:				26.46
311405	AMST8020 6960	Armstrong Lock & Safe Service Call Locks for Cell Tower	10/07/2020	125.00
Total for Check Number 311405:				125.00
311406	AVCJ3041 FY 2020-21 Dues	Arroyo Verdugo Communities Joint Power: FY 2020-21 Dues for Arroyo Verdugo Comm. J	10/07/2020	3,436.00
Total for Check Number 311406:				3,436.00
311407	AT&T5011 626 405-0051 626 441-6497 626 577-6657	AT&T Acct: 626 405-0051 (09/11-10/10/2020) Acct: 626 441-6497 357 0 (09/13-10/12/2020) Acct: 626 577-6657 213 7 (09/13-10/12/2020)	10/07/2020	1,358.09 816.41 130.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311407:	2,304.99
311408	BT4U8180 0820-3319	Better 4 You Meals Meals for Onsite Program - August 2020	10/07/2020	7,618.32
			Total for Check Number 311408:	7,618.32
311409	WDFD6116 606778 608451	Bob Wondries Ford Repairs to Unit # 0213 - Labor Charges Only Catalytic Converter Replacement Transit Van	10/07/2020	519.92 2,191.21
			Total for Check Number 311409:	2,711.13
311410	CALA8010 300009097	CA Library Association CLA Individual / Individual Voting for Librarian	10/07/2020	120.00
			Total for Check Number 311410:	120.00
311411	CAL5236 1799638 1801374 1803114 1804639 1806135	CA Linen Services Fire Dept. Linen Services Fire Dept. Linen Services Fire Dept. Linen Services Fire Dept. Linen Services Fire Dept. Linen Services	10/07/2020	100.92 105.10 92.42 94.90 118.32
			Total for Check Number 311411:	511.66
311412	CAL8012 3852	Califa Group CENIC Broadband April-June 2020	10/07/2020	4,330.62
			Total for Check Number 311412:	4,330.62
311413	CIAL1021 111278	City of Alhambra Use of Alhambra Training Facility for Fire Dept.	10/07/2020	4,634.88
			Total for Check Number 311413:	4,634.88
311414	SPMN3010 14044	City of South Pasadena Utility Statement Dog Park (06/07-08/03/2020)	10/07/2020	2,194.72
			Total for Check Number 311414:	2,194.72
311415	CMME4011 0238705-IN	Commline Inc. Service Maint. for Dial-a-Ride Radios	10/07/2020	425.00
			Total for Check Number 311415:	425.00
311416	CORE6011 82029398 82037239 82039745	CoreLogic Information Solutions, Inc. Public Information Database - Public Works Public Information Database - Public Works Public Information Database - Public Works	10/07/2020	300.00 300.00 300.00
			Total for Check Number 311416:	900.00
311417	DNCR5270 111803	Danelle Courtice Refund Cancelled Hawaiian / Polynesian Dance	10/07/2020	125.00
			Total for Check Number 311417:	125.00
311418	CRSN5011 0017723	CrewSense, LLC Command Sharing Staffing Software	10/07/2020	2,634.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311418:	2,634.72
311419	DSP0755	D & S Printing	10/07/2020	
	8814	PW Mission Statement, Large Posters		140.57
	8814	PW Mission Statement, Large Posters		140.57
	8822	PW Mission Statement, Small Posters		82.69
	8822	PW Mission Statement, Small Posters		82.69
			Total for Check Number 311419:	446.52
311420	DB4610	Tuitele Debra	10/07/2020	
	244125149	Parking Citation Refund Cit # 244125149		50.00
			Total for Check Number 311420:	50.00
311421	EMBS4011	Embassy Consulting Svcs	10/07/2020	
	91225	Training Class 10/21/2020 for Police Assistant S		125.00
			Total for Check Number 311421:	125.00
311422	FED1109	FedEx	10/07/2020	
	7-106-94907	Transportation Charges		11.01
	7-113-69214	Transportation Charges		8.70
			Total for Check Number 311422:	19.71
311423	FLIC8060	FLICS c/o FilmLA	10/07/2020	
	13802	Membership Dues Joan Aguado		300.00
			Total for Check Number 311423:	300.00
311424	NGGI5270	Ngan Giang	10/07/2020	
	111675	Refund 09.26.2020 Arroyo Park Gazebo Reserv		80.00
			Total for Check Number 311424:	80.00
311425	GRAN2032	Granicus	10/07/2020	
	119926	Transparency Suite 11/14-11/13/2020		7,545.46
			Total for Check Number 311425:	7,545.46
311426	HATC8025	Halls Auto Tech Center	10/07/2020	
	11136	Transit Division Vehicle # 75 & 78 45 Day Inspe		157.51
	11202	Transit Division Vehicle # 75 & 78 45 Day Inspe		336.45
	11266	Transit Division Vehicle # 77 45 Day Inspection		70.00
	11270	Transit Division Vehicle # 79 & 80 45 Day Inspe		95.00
	11273	Transit Division Vehicle # 79 & 80 45 Day Inspe		783.16
			Total for Check Number 311426:	1,442.12
311427	HOM1515	Home Depot Credit Services	10/07/2020	
	105607	06/29-07/25/2020 City Supplies		144.85
	1476255	06/29-07/25/2020 City Supplies		84.59
	281501	06/29-07/25/2020 City Supplies		161.47
	3939574	06/29-07/25/2020 City Supplies		131.39
	4110983	06/29-07/25/2020 City Supplies		61.74
	5972198	06/29-07/25/2020 City Supplies		1,840.12
	7295176	06/29-07/25/2020 City Supplies		365.54
	7771555	06/29-07/25/2020 City Supplies		10.34
			Total for Check Number 311427:	2,800.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
311428	HGPL5270 111804	Paul Huang Refund Cancelled Class: Online Hawaiian / Poly	10/07/2020	250.00
Total for Check Number 311428:				250.00
311429	IRLA2920 111668 13053 13053 13053 13053	Institute for the Redesign of Learning Refund Security Deposit WMB Refund Overpayment of Water Utility Refund Overpayment of Water Utility Refund Overpayment of Water Utility Refund Overpayment of Water Utility	10/07/2020	500.00 100.24 10,617.67 16.38 162.89
Total for Check Number 311429:				11,397.18
311430	INT2132 10397	InTime Services Inc. InTime Subscription (50 Employees for 12 Month)	10/07/2020	4,800.00
Total for Check Number 311430:				4,800.00
311431	IICC8025 279976-988128	Irwindale Industrial Clinic Drug Screening	10/07/2020	45.00
Total for Check Number 311431:				45.00
311432	LYJN5066 255125066	Lyle Janicek Parking Citation Refund Cit # 255125066	10/07/2020	50.00
Total for Check Number 311432:				50.00
311433	JNIN6711 ZON1706703 ZON1706703	Jinhee Inc. PW Department Emergency PPE Respirator & M PW Department Emergency PPE Respirator & M	10/07/2020	900.00 900.00
Total for Check Number 311433:				1,800.00
311434	JHA307 SOPASNP0620	John L. Hunter Associates, Inc. Professional Services for City's MS4 NPDES Stc	10/07/2020	2,005.50
Total for Check Number 311434:				2,005.50
311435	JCRS5011 48309	Jones Coffee Roasters Fire Department Supplies	10/07/2020	139.05
Total for Check Number 311435:				139.05
311436	DVLI5490 00411780	David Lai Refund Overpayment on receipt # 00411780	10/07/2020	3,000.00
Total for Check Number 311436:				3,000.00
311437	NTJF5220 614	Jeff Nott Refund Duplicate Payment of Plan Check Fees	10/07/2020	516.29
Total for Check Number 311437:				516.29
311438	ORA4011 CC2060-33590	Orange County Sheriff's Dept Training Class for Ofcr. Burgos (11/02-11/06/20)	10/07/2020	175.00
Total for Check Number 311438:				175.00
311439	PSNS7101 0011391124 0011407718	Pasadena Star-News Public Notice for Budget Public Notice: CDBG- COVID-19	10/07/2020	272.00 522.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311439:	794.50
311440	PRCT4011 09438862	Christoper Perez Reimb. Fuel Expense for K-9 Officer Christophe	10/07/2020	20.35
			Total for Check Number 311440:	20.35
311441	PLWK7011 71876 71927 72229 72522 72672 72953 73112	Placeworks Update to the City's Housing Element Update to the City's Housing Element Update to the City's Housing Element Update to the City's Housing Element Update to the City's Housing Element Update to the City's Housing Element Update to the City's Housing Element	10/07/2020	8,497.75 17,959.16 10,793.99 20,648.63 6,063.75 20,667.76 14,022.46
			Total for Check Number 311441:	98,653.50
311442	RIV4011 BCTC0026925 BCTC0026930	Riverside County Sheriff's Dept Training Class for Ofcr. Burgos 01/25-01/27/202 Training Class for Ofcr. Burgos 01/28/2021	10/07/2020	74.00 32.00
			Total for Check Number 311442:	106.00
311443	MRRG4610 266123654	Marian Rodgers Parking Citation Refund # 266123654	10/07/2020	50.00
			Total for Check Number 311443:	50.00
311444	SGV5685 855724	S.G.V. Medical Center Blood Alcohol Withdrawal Bautista, M.	10/07/2020	48.00
			Total for Check Number 311444:	48.00
311445	SCAT6710 15300	Scott's Automotive Repairs to Unit # 0213 (Lube & Oil, Chassis Che	10/07/2020	49.13
			Total for Check Number 311445:	49.13
311446	SHI5011 23159	Shift Calendars Inc Printing & Duplication Fire Dept.	10/07/2020	38.53
			Total for Check Number 311446:	38.53
311447	STSH5270 110944	Stephen J Shugg Jr. Refund Summer Camp due to COVID-19.	10/07/2020	230.00
			Total for Check Number 311447:	230.00
311448	SHMC5270 111805	Michael Suehiro Refund Cancelled Class: Online Hawaiian / Poly	10/07/2020	250.00
			Total for Check Number 311448:	250.00
311449	TRSL5011 INV11585	Target Solutions Learning LLC Annual Renewal of Fire Training Software	10/07/2020	1,680.00
			Total for Check Number 311449:	1,680.00
311450	TCET4010 762	The Center Fee for First Aid Certification for 59 Police Dept	10/07/2020	2,537.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 311450:	2,537.00
311451	THCRGR 117084	The Claro Group Legal Serivces from Claro Group	10/07/2020	14,325.00
			Total for Check Number 311451:	14,325.00
311452	TIM4011 0269985091720	Time Warner Cable Account # 8448 30 008 0269985 (09/17-10/16/21	10/07/2020	182.48
			Total for Check Number 311452:	182.48
311453	TOM4455 16038	Tom's Clothing & Uniforms Inc Fire Command Staff Professional Services	10/07/2020	1,046.78
			Total for Check Number 311453:	1,046.78
311454	TRE9241 1170605	Trench Shoring K Rail for 1853 Hanscom Drive.	10/07/2020	180.00
			Total for Check Number 311454:	180.00
311455	POR4707 114-10804881	United Site Services, Inc. Skate Park Portable Restrooms	10/07/2020	339.72
			Total for Check Number 311455:	339.72
311456	UPP7789 2/06-20	Upper S.G.Mun. Water Dist. Municipal Water Purchase to Supplement Grave:	10/07/2020	49,484.83
			Total for Check Number 311456:	49,484.83
311457	WLHD8020 14300967 14300997	Westlake Hardware Fire Department Supplies Fire Department Supplies	10/07/2020	6.05 28.65
			Total for Check Number 311457:	34.70
311458	YTI1023 15050	Y Tire Complete Auto Two Tires for Unit # 0213	10/07/2020	452.81
			Total for Check Number 311458:	452.81
			Total for 10/7/2020:	423,344.66
			Report Total (73 checks):	423,344.66



**ATTACHMENT 4**  
**Supplemental ACH**  
**Payments**



**ACH Payment Log**

<b>Date</b>	<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
9/21/2020	So Cal Edison	\$57,553.03	Online Payment for City's So Cal Edison Customer Accounts.
9/21/2020	So Cal Gas	\$345.74	Online Payment for City's So Cal Gas Accounts.
9/25/2020	UMPQUA Bank	\$4,652.70	Online payment for City's August Credit Card Charges.

**Total:**

**\$62,551.47**

**August 2020 Credit Card Summary**

<b>Date</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
7/31/2020	Chevron South Pasadena	Fuel for Motor Officer	\$14.18
8/5/2020	Pieology	Fire Strike Team Expenses	\$18.10
8/5/2020	KFC	Fire Strike Team Expenses	\$7.50
8/5/2020	76 Petro Wheeler	Fire Strike Team Expenses	\$84.58
8/5/2020	Chevron South Pasadena	Fuel for Motor Officer	\$16.11
8/6/2020	Hampton Inns	Fire Strike Team Expenses	\$117.94
8/7/2020	Bilingual Services Intern	City Clerk Translation Services for Election Notices	\$1,010.00
8/7/2020	Chevron South Pasadena	Fuel for Motor Officer	\$14.67
8/12/2020	Chevron South Pasadena	Fuel for Motor Officer	\$15.30
8/13/2020	Zoom US	Zoom Account for Human Resources	\$149.90
8/17/2020	Brown & Caldwell	Job Posting for Water Utility Worker	\$200.00
8/17/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$134.63
8/17/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$134.63
8/18/2020	ExxonMobil	Fuel for Motor Officer	\$17.86
8/19/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$134.63
8/19/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$134.63
8/19/2020	Info people	Registration for Public Service Manager Library	\$200.00
8/20/2020	Direct TV	Online Payment of EOC Communication Network	\$87.70
8/21/2020	AT&T	Online Payment of AT&T Account	\$236.40
8/22/2020	Holiday Inn	Fire Strike Team Expenses	\$136.66
8/22/2020	Holiday Inn	Fire Strike Team Expenses	\$136.66
8/22/2020	Boulder Creek American Boulder Creek	Fire Strike Team Expenses	\$40.58
8/24/2020	Hyatt Place	Fire Strike Team Expenses	\$97.16
8/24/2020	Hyatt Place	Fire Strike Team Expenses	\$97.16
8/24/2020	Hyatt Place	Fire Strike Team Expenses	\$97.16
8/24/2020	Hyatt Place	Fire Strike Team Expenses	\$97.16
8/25/2020	ExxonMobil	Fuel for Motor Officer	\$14.13
8/26/2020	Blue Cosmo	Iridium Go, Data Refill for Satellite Phone Fire Dept.	\$819.06
8/26/2020	Staples	Seagate 1th Ultra Storage for PD Chief	\$137.79
8/27/2020	Chevron South Pasadena	Fuel for Motor Officer	\$15.67
8/27/2020	ExxonMobil	Fuel for Motor Officer	\$12.61
8/29/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$111.07
8/29/2020	Courtyard by Marriot	Fire Strike Team Expenses	\$111.07

**Total:**

**\$4,652.70**

**ATTACHMENT 5**  
**Prepaid & Warrant Voids**

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 09/15/2020 - 1:03PM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PO Number	Close PO?	Line Item
Vendor: HRC52011				Housing Rights Center						
Check No: 311313		09/10/2020		Check Date:						
	567.90	#10	09/08/2020	Fair Housing Program April 2020				20288	No	1
228-7200-7220-8180-000	824.88	#12	09/08/2020	Fair Housing Program June 2020				20288	No	1
228-7200-7220-8180-000	0.00	#11	09/08/2020	Fair Housing Program May 2020				20288	No	1
Check Total:	1,392.78									
Vendor Total:	1,392.78									
Vendor: VERW6711				Verizon Wireless						
Check No: 311327		09/10/2020		Check Date:						
	255.42	71539432	08/20/2020	Account # SV193519 (Verizon Accou:					No	0
101-2010-2032-8150-000	592.99	9860972067	09/08/2020	Fire Mobile Account # 842311063-000					No	0
101-2010-2032-8150-000	32.06	571839627-000	08/20/2020	Account # 571839627-00001 (07/24-0					No	0
101-2010-2032-8150-000	38.01	9859532229	08/20/2020	Account # 270619951-00002 (06/24-0					No	0
207-8030-8025-8180-000	280.99	71568701	08/20/2020	Account # SV193519 (Verizon Accou:					No	0
101-2010-2032-8150-000	501.89	9859532229	08/20/2020	Account # 270619951-00002 (06/24-0					No	0
101-2010-2032-8150-000	16.03	571839627-000	08/20/2020	Account # 571839627-00001 (07/24-0					No	0
101-2010-2032-8150-000	506.58	9859582230	08/20/2020	Account # 270619951-00004 (06/27-0					No	0

Account Number      Amount      Invoice No      Inv Date      Description      Reference      Task Label      Type      PONumber      Close PO?      Line Item

Check Total:      2,223.97

Vendor Total:      2,223.97

Report Total:      3,616.75

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 09/21/2020 - 10:58AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PO Number	Close PO?	Line Item
Vendor: FFCA8060				Foothill Fire Chiefs Association						
Check No: 311343		09/16/2020		Check Date:						
101-5010-5011-8060-000	75.00	2020-2021	09/09/2020	PD Dues & Memberships 2020-2021					No	0
Check Total:	75.00									
Vendor Total:	75.00									
Report Total:	75.00									

# Accounts Payable

## Void Check Proof List

User: calvarez  
 Printed: 09/28/2020 - 9:32AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PO Number	Close PO?	Line Item
Vendor: PayPlus		PayPlus Solutions Insight E-Tox								
Check No: 311386	217.00	09/24/2020	09/24/2020	Monthly Conversion of ADP Report				3097	No	1
101-3010-3011-8170-000	217.00	24118	09/24/2020	Monthly Conversion of ADP Report				3097	No	1
101-3010-3011-8170-000	217.00	23717	09/24/2020	Monthly Conversion of ADP Report				3097	No	1
Check Total:	651.00									
Vendor Total:	651.00									
Vendor: PBGF8031		Pitney Bowes Global Fin. Svc I								
Check No: 311387	197.27	09/24/2020	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	9
101-4010-4011-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	7
101-6010-6011-8010-000	197.27	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	4
101-3010-3011-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	1
101-1020-1021-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	10
101-2010-2013-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	Yes	11
101-1010-1011-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	8
101-5010-5011-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	6
101-0000-0000-5255-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	5



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PO Number	Close PO?	Line Item
101-2010-2021-8010-000	49.32	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	2
101-2010-2011-8010-000	197.23	3104167332	09/24/2020	Pitney Bowes Qtr. Lease Payment 06/				3096	No	3
<hr/>										
Check Total:	986.33									
<hr/>										
Vendor Total:	986.33									
<hr/>										
Report Total:	1,637.33									
<hr/>										

**ATTACHMENT 6**  
**Payroll Summary**

*Period Ending:*  
*09/13/2020 &*  
*09/27/2020*

Net Pay	Checks	1,718.76
	Direct Deposits	469,588.41
	Subtotal Net Pay	471,307.17
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	471,307.17

	Agency	Rate	You are responsible for		Amount debited	
			EE withheld	ER contrib.	from your account	ER contrib.
Federal	Federal Income Tax		85,376.84			
	Earned Income Credit Advances					
	Social Security		1,215.26		1,215.26	
	Medicare		9,655.48		9,655.37	
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal		96,247.58		10,870.63	107,118.21
	Families First FMLA-PSL Payments Credit					
	Families First ER Medicare Credit					
	Families First Health Care Premium Credit					
	CARES Retention Qualified Payments Credit					
	CARES Retention Qualified Health Care Cre					
	Cobra Premium Assistance Payments					
	Total Federal		96,247.58		10,870.63	107,118.21
State	CA State Income Tax		33,952.51			
	CA State Unemployment/Disability Ins-ER					
	CA State Disability Insurance-EE					
	Subtotal CA		33,952.51			33,952.51
	Total Taxes		.00	130,200.09	10,870.63	141,070.72
	Amount ADP Debited From Account XXXXX3688		Tran/ABA XXXXXXXXXX			141,070.72

Excludes Taxes That Are Your Responsibility

209 Employee Transactions

Other	ADP Direct Deposit	469,588.41
Transfers	ADP Check	1,718.76
	Wage Garnishments	3,012.05
	Amount ADP Debited From Account XXXXX3688	Tran/ABA XXXXXXXXXX
	Total Amount ADP Debited From Your Accounts	474,319.22
		615,389.94

**Liability Recap**

Federal Income Tax	85,376.84
Earned Income Credit Advances	.00
Social Security - EE	1,215.26
Social Security - ER	1,215.26
Social Security Adj - EE	.00
Medicare - EE	9,655.48
Medicare - ER	9,655.37
Medicare Adj - EE	.00
Medicare Surtax - EE	.00
Medicare Surtax Adj - EE	.00
COBRA Premium Assistance Payments	.00
Federal Unemployment Tax	.00
Families First FMLA-PSL Payments Credit	.00
Families First ER Medicare Credit	.00
Families First FMLA-PSL Health Care Premium Credit	.00
CARES Retention Qualified Payments Credit	.00
CARES Retention Qualified Health Care Credit	.00
Slate Income Tax	33,952.51
Slate Unemployment Insurance - EE	.00
Slate Unemployment/Disability Ins - ER	.00
Slate Unemployment Insurance Adj - EE	.00
Slate Disability Insurance - EE	.00
Slate Disability Insurance Adj - EE	.00
Slate Family Leave Insurance - EE	.00
Slate Family Leave Insurance - ER	.00
Slate Medical Leave Insurance - EE	.00
Slate Medical Leave Insurance - ER	.00
Workers' Benefit Fund Assessment - EE	.00
Workers' Benefit Fund Assessment - ER	.00
Transit Tax - EE	.00
Local Income Tax	.00
School District Tax	.00
<b>Total Taxes Debited</b>	<b>141,070.72</b>

Other Transfers	Acct. No.	Acct. No.	Tran/ABA	Tran/ABA
ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	469,588.41	
ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	1,718.76	
Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	3,012.05	
<b>Total Amount Debited From Your Accounts</b>			<b>615,389.94</b>	

Bank Debits and Other Liability	.00
Taxes - Your Responsibility	None This Payroll
<b>Total Liability</b>	<b>615,389.94</b>

Note: If you have chosen to defer your Employer Social Security taxes under the CARES Act, then this report will not display deferral information. Actual amounts being deferred will display on your Tax Invoices with Reason Code CV in ADP SmartCompliance.

Liability Recap	Taxes Debited	Federal Income Tax	81,754.83
Liability Recap			
Other Transfers			
ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	135,070.90
ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	454,252.34
Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	926.22
Total Amount Debited From Your Accounts			593,314.62
Bank Debits and Other Liability			
Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility			
None This Payroll			

Total Liability	593,314.62
	593,314.62
	593,314.62

Note: If you have chosen to defer your Employer Social Security taxes under the CARES Act, then this report will not display deferral information. Actual amounts being deferred will display on your Tax Invoices with Reason Code CV in ADP SmartCompliance.



Net Pay	Checks	926.22			
	Direct Deposits	454,252.34			
	Subtotal Net Pay				455,178.56
	Adjustments	.00			
	Total Net Pay Liability (Net Cash)				455,178.56

Federal	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
	Federal Income Tax				81,754.83	
	Earned Income Credit Advances					
	Social Security			1,142.05		1,142.06
	Medicare			9,440.75		9,440.85
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal			92,337.63		10,582.91
	Families First FMLA-PSL Payments Credit					
	Families First ER Medicare Credit					
	Families First Health Care Premium Credit					
	CARES Retention Qualified Payments Credit					
	CARES Retention Qualified Health Care Cre					
	Cobra Premium Assistance Payments					
	Total Federal			92,337.63		10,582.91
State	CA State Income Tax			32,150.36		
	CA State Unemployment/Disability Ins-ER					
	CA State Disability Insurance-EE			32,150.36		
	Subtotal CA			64,300.72		32,150.36
	Total Taxes		.00	124,487.99		10,582.91
	Amount ADP Debited From Account XXXXX3688		Tran/ABA	XXXXXXX		135,070.90

Excludes Taxes That Are Your Responsibility

220 Employee Transactions

Other	ADP Direct Deposit			454,252.34		
Transfers	ADP Check			926.22		
	Wage Garnishments			3,065.16		
	Amount ADP Debited From Account XXXXX3688		Tran/ABA	XXXXXXXXXX		458,243.72
	Total Amount ADP Debited From Your Accounts					593,314.62

**ADP** Statistical Summary  
 Detail

CITY OF SOUTH PASADE  
 Company Code: R8V  
 Region Name: SOUTHEAST MAJOR ACCOUNTS  
 14-41

Batch : 7300  
 Quarter Number: 4  
 Service Center: 030  
 Period Ending : 09/27/2020  
 Pay Date : 10/02/2020  
 Current Date : 09/30/2020  
 Week 40  
 Page 2



# Special City Council Meeting Agenda Report

ITEM NO. 15

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Michael Casalou, Human Resources Manager  
Teresa L. Highsmith, City Attorney

**SUBJECT:** **Ratification of Employment Agreement for Post-Retirement  
Employment of Sean Joyce for the Position of Interim City Manager**

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## **Recommendation**

It is recommended that the City Council ratify the Employment Agreement with Sean Joyce for the position of Interim City Manager during the recruitment process for a new full-time City Manager.

## **Commission Review and Recommendation**

This matter has not been reviewed by any Commission.

## **Discussion/Analysis**

At its September 23, 2020 Special City Council Meeting, the City Council approved a resolution for the hiring of a CalPERS Retired Annuitant and the Employment Agreement with Sean Joyce for the position of Interim City Manager. As such, Mr. Joyce began his interim assignment effective September 24. The agreement is being brought forth today for ratification at a regular open session City Council meeting, consistent with Government Code Section 54953(c)(3).

The City is in critical need of an experienced Interim City Manager due to the September 12, 2020 retirement of City Manager, Stephanie DeWolfe. Mr. Joyce, who is a retired City Manager and a CalPERS annuitant, previously served the City of South Pasadena as its City Manager from November 1996 to July 2004. During the COVID-19 pandemic, the 960-hour service limitation for PERS annuitants has been suspended; however, it is anticipated that this temporary appointment as Interim City Manager will not exceed six months, during which the City expects to complete recruitment of a new City Manager.

The rate of pay for a retired PERS annuitant performing work of a regular employee during recruitment is set by statute and may not exceed the monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position, divided by 173.333 to get the hourly rate. The current published annual salary of the

October 7, 2020

Ratification of Employment Agreement with PERS Annuitant  
to Position of Interim City Manager

Page 2 of 3

City Manager is \$199,875, which reduced to a monthly salary and divided by 173.333 yields an hourly rate of \$96.09. No incentives, other compensation in lieu of benefits, or actual benefits are permitted to be paid to enhance the hourly rate or in addition to the hourly rate.

The term of this temporary Employment Agreement is for a period ending upon the hiring of a City Manager and is estimated to conclude prior to March 31, 2021.

Government Code Section 54953(c)(3) requires that the salary and benefits of an executive level employee be approved at a regular meeting and read into the record. Although the compensation of a PERS annuitant filling an interim executive level position is set by statute as explained above, the ratification of the Council's approval of his temporary employment agreement will satisfy this transparency provision applicable to the hiring of executive management employees.

### **Background**

City Manager Stephanie DeWolfe as separated from the City and retired, effective September 12, 2020. Mr. Joyce is familiar with the operations of a small full-service city with a water utility, and has specific experience with South Pasadena as its former City Manager from November 1996 to July 2004. Mr. Joyce is available to start on September 24, 2020 in the role of Interim City Manager and help guide the City through transition during the recruitment and hiring of a full time City Manager.

### **Fiscal Impact**

The monthly cost to employ Mr. Joyce as Interim City Manager is \$16,656.25. If Mr. Joyce serves a maximum of 6 months, the total cost to the City will be \$99,937.50. The City will incur no benefit costs (no vacation, sick leave, health care or other insurance, etc.) This position is funded by the general fund.

### **Legal Review**

The City Attorney has reviewed this item.

### **Public Notification of Agenda Item**

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

### **Attachments:**

Attachment 1 - Employment Agreement with Sean Joyce to Perform Specialized and Temporary Services as Interim City Manager



**Attachment 1:**

Employment Agreement with Sean Joyce to Perform  
Specialized and Temporary Services as Interim City Manager

**CITY OF SOUTH PASADENA  
EMPLOYMENT AGREEMENT  
WITH SEAN JOYCE  
TO PERFORM SPECIALIZED AND  
TEMPORARY SERVICES  
AS INTERIM CITY MANAGER**

This agreement is entered into September 23, 2020 by and between the CITY OF SOUTH PASADENA, a municipal corporation, hereafter referred to the "City" and Sean Joyce, hereafter referred to as "Employee".

WHEREAS, with the separation and retirement of South Pasadena's City Manager, Stephanie DeWolfe, effective September 12, 2020 the City is in immediate need of temporary Interim City Manager services in order to provide management services during the transition period for recruitment of a new City Manager and any required mentoring and training of such newly appointed City Manager; and

WHEREAS, Sean Joyce was previously employed by the City its City Manager from November 1996 to July 2004, and as such is familiar with operational needs of a small full-service city with a water utility, and possesses the requisite specialized skills and institutional knowledge needed by the City and is available to provide services as Interim City Manager during the transition period to a permanent appointment of a full time City employee as City Manager; Sean Joyce's services may include a short period of mentoring and training of the City's anticipated appointment of a new full time City Manager through the City's recruitment process; and

WHEREAS, Sean Joyce as a Public Employees Retirement System ("PERS") annuitant, is limited in his ability to accept public employment pursuant to Government Code Sections 21221(h); and

WHEREAS, Sean Joyce is able to provide temporary services to the City of South Pasadena under the terms of this Agreement and within the constraints of Government Code Section 21221(h) as a PERS annuitant and City desires to hire Sean Joyce on these terms to provide specialized services of a limited duration.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

**SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES**

a. Employee is appointed by and shall serve at the pleasure of the City Council as Interim City Manager. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the Interim City Manager position, as well as providing mentoring and training to an anticipated permanent full time equivalent employee to the position of City Manager.

## **SECTION 2 – EMPLOYMENT TERM**

a. The City agrees to employ Employee and Employee agrees to be employed and remain in the employment of the City for a term beginning September 24, 2020 and ending not later than March 31, 2021. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

## **SECTION 3 – EMPLOYEE RESIGNATION**

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the City at least 10 (10) days advanced written notice unless the parties agree otherwise. The Employee, should he resign, shall be paid for any earned salary to which he is entitled as of the final day on City payroll.

## **SECTION 4 – EMPLOYMENT TERMINATION**

Employee serves in an at-will capacity as Interim City Manager. The City may terminate or remove the Employee with or without cause.

## **SECTION 5 – WORK HOURS**

The City Council and Employee shall coordinate the work schedule based upon needs of the City.

## **SECTION 6 – SALARY**

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$96.09 per hour, which represents the annual salary



of the City Manager classification, divided by twelve months and divided again by 173.333, as required by Government Code Section 21221(h). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; although Employee is required by Government Code Sections 21221(h) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if his work week exceeds 40 hours. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

To the extent that Employee utilizes his personal vehicle on behalf of the City, City will reimburse Employee for his mileage at the 2020 IRS mileage rate.

### **SECTION 7 – INDEMNIFICATION**

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

### **SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS**

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

**SECTION 9 – SEVERABILITY**

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

“EMPLOYEE”

DocuSigned by:  
*Sean Joyce*  
0D867796FCFE42A...  
Sean Joyce

“CITY”

DocuSigned by:  
*Robert S. Joe*  
975E0802431E4C9...  
Robert S. Joe, Mayor

ATTEST:

DocuSigned by:  
*Evelyn G. Zneimer*  
340B08F46C904E3...  
Evelyn G. Zneimer, City Clerk  
(seal)



# City Council Agenda Report

ITEM NO. 16

**DATE:** October 7, 2020  
**FROM:** Sean Joyce, Interim City Manager  
**PREPARED BY:** Cathy Billings, Library Director  
**SUBJECT:** **Designate Romine Funds for Acquisition of Local History Collections**

---

## **Recommendation**

It is recommended that the City Council approve expending \$3,000 from the Library's unrestricted Romine Estate Funds for the purpose of acquiring unique archival materials related to South Pasadena and regional history for the Library's Local History Collection.

## **Commission Review and Recommendation**

This matter was reviewed by the Library Board of Trustees at its meeting on September 14, 2020. The Board voted to designate \$3,000 from the Romine Funds to purchase two specific collections as well as miscellaneous items related to South Pasadena's history.

## **Discussion/Analysis**

The Library has the rare opportunity to acquire unique and relevant local history materials from a private collector. The collector has offered these collections for sale to the Library at a below market value price as they would like to see them properly cared for and made available to the residents of South Pasadena and others interested in local history. Many of the materials in the offered collections can be seen in titles published with Arcadia Press in the Images of America series, including *South Pasadena* (2007), *The Arroyo Seco* (2008), *South Pasadena's Raymond Hotel* (2008), and *South Pasadena's Ostrich Farm* (2007). The Library would use donated funds to purchase two specific collections—the Solar Motor Company Collection and the Busch Gardens Collection—along with a selection of assorted photographs and ephemera related to South Pasadena.

The Solar Motor Company was the first successful experiment to use a solar powered motor for commercial use. Located on the site of the Cawston Ostrich Farm in South Pasadena, beginning in 1901 the endeavor drew interest from all over the country. The Collection includes materials of significant historical value, including photographs, publications, and corporate records and documents from The Solar Motor Company from the period 1902-1907.

Busch Gardens was a popular attraction that was active in the Arroyo Seco west of the Colorado Street bridge from 1905-1938. Although located in Pasadena, the more than 135 images and

## Designate Romine Funds for Acquisition of Local History Collections

October 7, 2020

Page 2 of 2

ephemera in the collection are relevant to local history and representative of the Arroyo as it would have looked in South Pasadena at that time.

Along with other miscellaneous South Pasadena-related ephemera, the acquisition would include the Postmaster General certificate for the first post office in South Pasadena. The post office was located at the Hermosa Vista Hotel and signed with a gold seal November 28, 1882, six years before the City of South Pasadena was incorporated.

### **Alternatives Considered**

No alternatives were considered as this is a unique acquisition opportunity.

### **Next Steps**

1. Enter into an agreement with the seller to acquire the material.

### **Background**

The South Pasadena Public Library's Local History Collection collects and preserves material relating to many aspects of South Pasadena's history, for the benefit of current and future generations. The Collection includes historical photographs and documents, newspapers, local yearbooks, city directories, biographical files, and city landmark files. The Library makes these materials available through finding aids posted on its website, by appointment, and through digitizing materials to be made available online. The Library currently has nearly 2,000 items digitized and available to the public on the Flickr platform.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

There is no fiscal impact, as the funds were an unrestricted donation to the Library, received from the Romine Family Trust in 2008. Of the \$44,890 donated, \$30,068 remains unspent/undesignated.

### **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. 17

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Cathy Billings, Library Director

**SUBJECT:** **Acceptance of Donation of \$9,925 for Library Fused Glass Artwork from the Friends of the South Pasadena Public Library, Inc.**

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## **Recommendation**

It is recommended that the City Council accept a donation of \$9,925 from the Friends of the South Pasadena Public Library, Inc. (Friends) to be used for the purpose of commissioning and installing a fused glass public artwork in the Library's Ray Bradbury Conference Room.

## **Commission Review and Recommendation**

This matter was reviewed by the Library Board of Trustees at its meeting on November 14, 2019. The Trustees recommend that the City Council accept the donation.

## **Discussion/Analysis**

The three panel Ray Bradbury-themed fused glass artwork will be installed in the Library's Ray Bradbury Conference Room. Funding for the project is coming from multiple sources. The total cost of the project is \$24,720. The Friends conducted fundraising for the project, raising \$7,925 from 20 donors. They also designated an additional \$2,000 from their Restoration Concerts Committee revenue, for a total of \$9,925 to contribute to the project. The remaining funds to complete the project are from the following sources: \$1,500 designated discretionary funds from Mayor Pro Tem Diana Mahmud; \$4,000 designated discretionary funds from Councilmember Richard D. Schneider; \$273 from Judson Studios/Library event fundraiser; \$9,022 from the Library's Romine Funds.

## **Background**

The Friends of the South Pasadena Public Library, Inc. is a 501c3 organization founded in 1950 to provide financial support and advocacy for the South Pasadena Public Library. The Friends continue to fulfill that purpose, providing approximately \$50,000 per year to the library for programs, materials, digital resources, and events.

## **Legal Review**

The City Attorney has reviewed this item.



Acceptance of Donation of \$9,925 for Library Fused Glass Artwork from the Friends of the South Pasadena Public Library, Inc.

October 7, 2020

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**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*.



# City Council Agenda Report

ITEM NO. 18

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Julian Lee, P.E., Deputy Public Works Director  
Anteneh Tesfaye, Water Operations Manager

**SUBJECT:** **Approve Change Orders in the amount of \$607,617.94 to Pacific Hydrotech Corporation (Change Order #2) for Construction and the Agreement with NV5, Inc., for additional not-to-exceed amount of \$273,250 (Change Order # 1) for the Construction Management and Inspection Services for the Graves Reservoir Replacement Project**

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## Recommendation

It is recommended that the City Council;

1. Authorize the City Manager to approve change orders to Pacifica Hydrotech Corporation in the amount of \$607,617.94 for the construction of the Graves Reservoir Replacement Project; and
2. Authorize the City Manager to execute Contract Amendment with NV5, Inc., for additional not-to-exceed amount of \$273,250 for providing continued Construction Management Services; and
3. Authorize the City Manager to execute the agreement and any amendments provided there is funding in the budget, on behalf of the City, in a form approved by the City Attorney.

## Discussion/Analysis

Graves Reservoir Replacement Project is the complete replacement of aging water infrastructure funded by a low interest Drinking Water State Revolving Fund (DWSRF) loan, an Environmental Protection Agency grant and an insurance claim settlement. Since the City awarded the construction contract to Pacific Hydrotech Corporation and project management Service to NV5, Inc. in May 2018, the removal and replacement of the existing Graves Reservoir, and pump station, as well as the construction of wellhead treatment system have been challenging.

Due to some unforeseen field changes in the scope and significant associated design issues, substantial change orders and delay of the project have been encountered. Pacific Hydrotech Corporation has requested an additional amount of \$607,617.94 for all change orders during the

construction phase after extensive negotiation with the City staff. Total change orders to the contractor will be \$801,900.28, which is 8.6% of the original bid amount.

Some of the change orders that were performed by the contactors including the following:

- Modify the granular activated carbon and ion exchange concrete slab including delay of 140 days due to design mistakes.
- Modify facility entrance, and furnish and install motorized rolling gate with gate operator due to denial of tree removals by the City of San Marino.
- Provide conduit and wiring for power to actuators and intrusion alarm for the existing well facility.

Furthermore, the time extension of the construction required for additional construction management services resulting in NV5, Inc.'s request for additional not-to-exceed amount of \$273,250. Staff reviewed all submitted documents and materials and believe the requested amount by the contractor and the consultant to be fair and equitable based on the amended scope of work. Total construction management cost will be \$978,674.00, which is approximately ten percent (9.7%) of the construction cost.

To prevent potential costly delays and ensure compliance with the term of the DWSRF loan agreement, the staff administratively authorized the contractor and consultant to proceed with the additional work and seek retroactive approval from the City Council at this time.

### **Next Steps**

1. The reservoir facility will be back in service in service in October 2020, after construction completion, commissioning, testing and approval by State Water Resources Control Board-Division of Drinking Water.
2. The staff will file the Notice of Project completion with Los Angeles County Recorder and finalize DWSRF claim reimbursement for total project cost.
3. The City will commence loan payment as stipulated in the loan agreement.

### **Background**

Graves Reservoir is located outside of the City limits in a residential neighborhood of the City of San Marino on an approximately 0.72-acre lot. The existing reservoir, built in the early 1900s, was purchased by the City in January 1939. The old reservoir was a partially buried cast in place concrete structure that included a timber roof supported by interior columns and had a storage capacity of approximately one million gallons. Water from the Reservoir was pumped into the City's distribution main by two submersible booster pumps installed inside the reservoir. A chlorination system, housed in a free-standing concrete block building, provided the ability to inject chlorine directly into the reservoir and/or into the City's distribution piping.

The old reservoir exhibited significant deficiencies including the following:

Approve Change Orders to Pacific Hydrotech Corporation for Construction and the Agreement with NV5, Inc., for additional Construction Management Services for the Graves Reservoir Replacement Project

October 7, 2020

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- Roof structure collapsed in December 2016 and the Reservoir has been out of service.
- Does not meet current seismic design codes and is vulnerable to seismic events.
- Does not meet current California Department of Public Health standards and codes.
- Subsidence is occurring at the Reservoir site.

The City awarded the engineering design of the Project to MWH Global (now Stantec) on September 2, 2015 and the design was completed in November 2017. On May 16, 2018, the City Council awarded a construction contract to Pacific Hydrotech Corporation in the amount of \$9,312,400 and Project Management Service to NV5, Inc., in the amount of \$705,424.00 for the Graves Reservoir Replacement Project. The scope of this construction contract included removal and replacement of the existing Graves Reservoir, and pump station, as well as the construction of wellhead treatment system.

On May 1, 2019, an amendment in the amount not-to-exceed \$194,282.34 was approved by City Council for the removal of asbestos containing materials (ACM) in compliance with South Coast Air Quality District (SCAQMD) regulation and guidelines.

#### **Legal Review**

The City Attorney has reviewed this item.

#### **Fiscal Impact**

The original contract amount for Pacific Hydrotech Corporation and NV5, Inc., as approved in the May 16, 2018 City Council meeting is \$9,312,400.00 and \$705,424.00. The new contract amount inclusive of the amendment will be \$10,114,300.28 and \$978,674.00 respectively.

There are sufficient funds available in water budget (Account No. 500-9000-9289-9289) to cover these amendments.

#### ***Pacific Hydrotech Corporation***

Original Agreement	(approved 5/16/18)	\$9,312,400.00
Amendment No. 1	(approved 5/1/19)	\$194,282.34
Amendment No. 2	(proposed)	<u>\$607,617.94</u>
TOTAL		\$10,114,300.28

#### ***NV5 Inc.***

Original Agreement	(approved 5/16/18)	\$705,424.00
Amendment No. 1	(proposed)	<u>\$273,250.00</u>
TOTAL		\$978,674.00

#### **Environmental Analysis**

Environmental review under CEQA was conducted by MWH Americans as part of the engineering and design services for the Project. On January 18, 2017, the City Council approved

Approve Change Orders to Pacific Hydrotech Corporation for Construction and the Agreement with NV5, Inc., for additional Construction Management Services for the Graves Reservoir Replacement Project  
October 7, 2020  
Page 4 of 4

the Graves Reservoir Initial Study and Mitigated Negative Declaration, adopted the Mitigation Monitoring and Reporting Program, and authorized the preparation and filing of the Notice of Determination and Environmental Filing Fee Payment.

**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. Pacific Hydrotech Corporation Second Amendment
2. NV5 Inc. First Amendment

**ATTACHMENT 1**  
**Pacific Hydrotech Corporation Second Amendment**

SECOND AMENDMENT TO  
AGREEMENT FOR CONSTRUCTION SERVICES

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of October, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and PACIFIC HYDROTECH CORPORATION, (“Contractor”).

RECITALS

WHEREAS, on May 16, 2018, the City and Contractor entered into an Agreement for Construction Services (“Agreement”) for the Contractor to provide construction service for Graves Reservoir Replacement Project (Project); and

WHEREAS, on May 1, 2019, the Agreement was amended (“Amendment 1”) to provide additional inspection and monitoring services required for the unforeseen abatement of asbestos containing materials (ACM) ; and

WHEREAS, the original Agreement was in the amount of \$9,312,400, and after Amendment 1, the revised Agreement total was \$9,506,682.34 (\$9,312,400 plus Amendment 1 amount of \$194,282.34); and

WHEREAS, on October 7, 2020 the Agreement was amended (“Amendment 2”) to provide additional work out of scope required to complete project; and

WHEREAS, the revised Agreement total after Amendment 2 was \$10,114,300.28 (\$9,506,682.34 plus Amendment 2 amount of \$607,617.94); and

WHEREAS, during the course of construction, the project encountered a few unforeseen site condition as well as some design challenges which created project extensions and required additional construction time spent on the Project beyond the original time schedule as described in the project contract and specification; and

WHEREAS, the costs for said services shall be in an amount not to exceed \$.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:

The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed \$10,114,300.28 (which includes the compensation for the original scope of services in the amount of \$9,312,400, additional services in

the amount of \$194,242.34 for Amendment 1, and additional services in the amount of \$607,617.94 for Amendment 2).

2. SCOPE OF SERVICES. That the scope of work of the Agreement is hereby amended to include the following:

Additional construction services required to complete the Project, which included an additional 239 calendar days required for construction, punch list completion, and project close out.

3. TERM. The term of this Agreement shall be extended to October 7, 2020.

4. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”  
City of South Pasadena

“Contractor”  
Pacific Hydrotech Corporation

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Maria Ayala, Chief City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_



**ATTACHMENT 2**  
NV5 Inc. First Amendment

FIRST AMENDMENT TO  
AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of October, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and NV5, INC., (“Consultant”).

RECITALS

WHEREAS, on May 16, 2018, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for the Consultant to provide for construction management and inspection services for Graves Reservoir Replacement Project (Project); and

WHEREAS, the agreement was for an initial amount of \$705,424;

WHEREAS, subsequent to the Consultant submitting a proposal to provide these to the City, the City increased the scope to include continued construction management and inspection;

WHEREAS, during the course of construction, the project encountered a few unforeseen site condition as well as some design challenges which created project extensions and required additional construction management time spent on the Project beyond the original time schedule as described in the project contract and specification; and

WHEREAS, the additional costs for said services shall be in an amount not to exceed \$273,250.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:

The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed **\$978,674** (which includes the compensation for the original scope of services in the amount of \$705,424, additional services in the amount of \$273,250 for Amendment 1).

2. SCOPE OF SERVICES. That the scope of work of the Agreement is hereby amended to include the following:

Additional construction management and inspection services required to complete the Project, which included an additional hours required for inspection, change order negotiation, punch list completion, and project close out.

3. TERM. The term of this Agreement shall be extended to October 7, 2020.

4. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement or the Amendment. Consultant agrees that this Amendment extends to all causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its attorneys, agents, representatives, successors and assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of the Civil Code, which states:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”  
City of South Pasadena

“Consultant”  
NV5, Inc.

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Maria Ayala, Chief City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_



# City Council Agenda Report

ITEM NO. 19

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Shahid Abbas, Public Works Director  
Julian Lee, P.E., Deputy Public Works Director  
Anteneh Tesfaye, Water Operations Manager

**SUBJECT:** **Award of Contract Extension to Eurofins Eaton Analytical, LLC, in a not-to-exceed amount of \$33,000 for Laboratory Testing and Analysis of Potable Water Samples**

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## **Recommendation**

It is recommended that the City Council;

1. Accept a proposal dated September 1, 2020, from Eurofins Eaton Analytical, LLC, for extension of the current agreement for laboratory testing services for the analysis of water samples; and
2. Authorize the City Manager to execute Contract Amendment with Eurofins Eaton Analytical, LLC, for a not-to-exceed amount of \$33,000 for a one-year period.

## **Discussion/Analysis**

Eurofins Eaton Analytical, LLC, had entered into contract with the City in October 2017 and provided the laboratory services for analysis of potable water samples for past three years (see Attachment 2 for existing agreement).

On September 1, 2020, Eurofins Eaton Analytical, LLC, agreed to continue the testing services at the current fee schedule under the same term and condition for another one year term. The current fees are just and reasonable for the proposed scope of work and Eurofins Eaton Analytical, LLC, has performed a remarkable job in extensive laboratory testing for the City's water utility system. Additionally, their close geographic proximity to the City of South Pasadena had allowed a quick response to urgent water quality testing requested by the staff.

Eurofins Eaton Analytical, LLC, is a well-respected company, and are currently providing similar services to other agencies such as, City of Monrovia, Pasadena, and Golden State Water Company and are very familiar with State and Federal Water analysis guidelines and requirements. Staff is recommending approval of the extension to the existing agreement to continue the laboratory testing with Eurofins Eaton Analytical, LLC for one more year.

Award of Contract Extension to Eurofins Eaton Analytical, LLC, for Laboratory Testing and Analysis of Potable Water Samples.

October 7, 2020

Page 2 of 2

**Background**

The US Environmental Protection Agency (USEPA) and the California State Water Resources Control Board, Division of Drinking Water (SWRCB-DDW) require the City to monitor the quality of water at each water source and at designated locations throughout the Water distribution system in accordance with Federal Safe Drinking Water Act (SDWA) and Title 22 of the California Code of Regulations. As part of the operations permit for the water utility, the City is required to collect over 1,000 water samples annually for testing by a certified laboratory and provide the results to SWRCB-DDW.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

Sufficient funds are available in account 500-6010-6711-8170 to fund these services. The total not-to-exceed cost for laboratory testing will be \$33,000.

**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. Amendment to Eurofins Eaton Analytical Agreement
2. Professional Services Agreement with Eurofins Eaton Analytical
3. Eurofins Eaton Analytical Extension Letter

**ATTACHMENT 1**  
Amendment to Eurofins Eaton  
Analytical Agreement

AMENDMENT TO  
AGREEMENT FOR LABORATORY TESTING AND ANALYSIS OF POTABLE WATER  
SAMPLES

THIS AMENDMENT (“Amendment”) is made as of this 7<sup>th</sup> day of October, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and Eurofins Eaton Analytical, LLC, (“Consultant”).

RECITALS

WHEREAS, on October 4, 2017, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for the Consultant to provide laboratory services for analysis of potable water samples; and

WHEREAS, Eurofins Eaton Analytical, LLC agreed to maintain the existing fees, term and conditions of the current contract and continuity of water quality testing services for the City in the future; and

WHEREAS, the costs for said services shall be in an amount not to exceed \$33,000.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:  
  
The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed **\$33,000**.
2. SCOPE OF SERVICES. That the scope of work of the Agreement is to remain unchanged:
3. TERM. The term of this Agreement shall be extended to September 30, 2021.
4. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement or the Amendment. Consultant agrees that this Amendment extends to all causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its attorneys, agents, representatives, successors and



assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of the Civil Code, which states:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

- 5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”  
City of South Pasadena

“Consultant”  
Eurofins Eaton Analytical, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Maria Ayala, Chief City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Teresa L. Highsmith, City Attorney

Date: \_\_\_\_\_

**ATTACHMENT 2**  
Professional Services Agreement  
with Eurofins Eaton Analytical

## **PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

**(City of South Pasadena / Eurofins Eaton Analytical, Inc.)**

### **1. IDENTIFICATION**

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

### **2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: To provide laboratory service for potable water analysis of water sample required by Federal and State Drinking Water Standards.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

### **3. DEFINITIONS**

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s August 24, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

Eurofins Eaton Analytical, Inc. Professional Services Agreement – Consultant Services

Page 1 of 15

Approved For Use 11/15/16

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is sixty seven thousand and three hundred fifth eight Dollars (\$67,358.00).
- 3.5. “Commencement Date”: September 18, 2017.
- 3.6. “Termination Date”: September 18, 2020.

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

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

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

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

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

Eurofins Eaton Analytical, Inc. Professional Services Agreement – Consultant Services

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Approved For Use 11/15/16



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

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant



shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena, 1414 Mission St., South Pasadena, CA 91030
  - Documentation of Best's rating acceptable to the City.

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

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

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

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

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

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

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

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

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

### 13. MUTUAL COOPERATION

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

### 14. NOTICES

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

#### If to City

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

#### If to Consultant

Bosco Ramirez  
Eurofins Eaton Analytical, Inc.  
750 Royal Oaks Drive, #100  
Monrovia, CA 91016  
Telephone: (626) 386-1100  
Facsimile: (626) 386-1101

With courtesy copy to:

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

### 15. SURVIVING COVENANTS

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



Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

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

## 17. INTERPRETATION OF AGREEMENT

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

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

## 18. GENERAL PROVISIONS

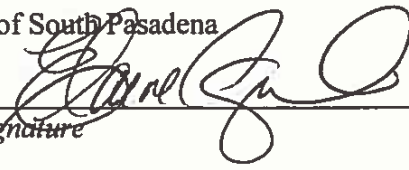
- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally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

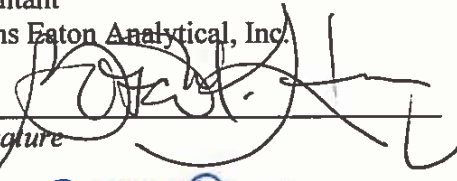
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.**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




18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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


“City”  
City of South Pasadena  
By:   
Signature  
Printed: ELAINE AGUILAR  
Title: INTERIM CITY MANAGER  
Date: 10/04/2017

“Consultant”  
Eurofins Eaton Analytical, Inc.  
By:   
Signature  
Printed: Bosco Ramirez  
Title: President  
Date: 9/18/17

**Attest:**

By:   
Evelyn G. Zheimer, City Clerk  
Date: 10/04/2017

**Approved as to form:**

By:   
Teresa L. Highsmith, City Attorney  
Date: 10/04/2017



Eaton Analytical

August 24, 2017

Mr. Anteneh Tesfaye  
City of South Pasadena  
825 Mission Street  
South Pasadena, CA 91030

Dear Anteneh:

**Eurofins Eaton Analytical, Inc.** presently serves as the City's contract laboratory for water quality testing. Your selection of Eurofins to serve as your contract laboratory is based on several service and performance criteria critical to the successful implementation of your State Water Board compliance requirements: These criteria include:

- **One-Stop Shopping** to avoid delays/costs associated with subcontracting of your samples
- **Knowledgeable Staff** to minimize your time required to manage schedules & compliance
- **User-Friendly Sampling Instructions/Kits** to reduce your time needed for field collections
- **Sample Collection As Needed** to offer flexibility in scheduling & resource allocation
- **Free Sample Pick-Ups** by our own couriers for your convenience 7 days a week
- **Extensive Capacity** to facilitate processing of your samples within holding times
- **Dedicated Drinking Water Facility** to reduce contamination & re-sampling
- **Dedicated Instrumentation** to each method to eliminate test changeover delays
- **Rush Analysis without surcharge** so we report results prior to 10<sup>th</sup> of the month deadline
- **Write-On Automated Uploads** to ensure correct data submissions to [Regulator Name].
- **Routine In-Person Meetings** to maintain our accountability to your needs

To continue our successful collaboration and support the City's efforts to achieve drinking water system compliance, Eurofins proposes to offer the current agreement's prices, services, terms and conditions without change or increase under a new, multi-year contractual agreement for laboratory services. The analytical price schedule utilized for our current contract is enclosed.

We greatly appreciate the opportunity to work for the City and hope to continue to serve as your laboratory contractor in the future.

Sincerely,  
**EUROFINS EATON ANALYTICAL, INC.**

Rick Zimmer  
Senior Account Manager

Eurofins Eaton Analytical, Inc.

750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016-3629

T | 626-386-1100  
F | 626-386-1101  
[www.EatonAnalytical.com](http://www.EatonAnalytical.com)

**LABORATORY CONTRACT FEES**

<b>CONSTITUENT</b>	<b>TEST METHOD</b>	<b>RL</b>	<b>TAT work days</b>	<b>UNIT PRICE</b>	<b>ANALYZING LAB</b>
Coliform P/A	SM 9223	+/-	10	\$ 10	Eurofins
HPC	SM 9215	1 CFU/ml	10	\$ 15	Eurofins
Color, Odor, Turbidity	various	various	10	\$ 9	Eurofins
General Mineral	various	various	10	\$ 100	Eurofins
Nitrate as N	EPA 300.0	0.1	10	\$ 10	Eurofins
Perchlorate	EPA 314	2 ug/L	10	\$ 25	Eurofins
Lead and Copper	EPA 200.8	0.5ug/L, and 2 ug/L	10	\$ 20	Eurofins
VOCs (Reg/Unreg)	EPA 524.2	0.5 ug/L	10	\$ 50	Eurofins
1,2,3-Trichloropropane	EPA 524.2m	0.005 ug/L	10	\$ 60	Eurofins
UCMR3 EP List 1	various	various	15	\$ -	Eurofins
UCMR3 MR	various	various	15	\$ -	Eurofins
Courier Pick Up				\$ -	Eurofins

**ATTACHMENT 3**  
Eurofins Eaton Analytical Extension Letter

September 1, 2020

Mr. Anteneh Tesfaye  
City of South Pasadena  
825 Mission Street  
South Pasadena, CA 91030

Dear Anteneh:

Eurofins Eaton Analytical, Inc. presently serves as the City's contract laboratory for water quality compliance testing and consulting services. This letter serves to inform you of our desire to maintain the fees, terms and conditions of the current contract and a continuity of water quality testing services for the City into the future. We are, therefore, amenable to extending the current agreement "as is" for 1 year, 2 years or 3 years.

We greatly appreciate the opportunity to work for the City and hope to continue to serve as your laboratory contractor in the future.

Sincerely,  
**EUROFINS EATON ANALYTICAL, LLC.**



Rick Zimmer  
Senior Account Manager



# City Council Agenda Report

ITEM NO. 20

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Lucy Demirjian, Assistant to the City Manager

**SUBJECT:** **Approval of Agreement with Spectrum Enterprise for Point to Point Managed Fiber Internet Service for 60 months at a total monthly cost of \$3,200**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Spectrum Enterprise (formerly Time Warner Cable) for “Point-to-Point” managed fiber internet services for a period of 60 months at the monthly cost of \$3,200.

## Analysis

The City’s connectivity needs have increased and require additional bandwidth. Staff recommends approval of an agreement with Spectrum for a 200M dedicated fiber circuit to serve the following City sites:

- South Pasadena City Hall, 1414 Mission Street
- South Pasadena Public Library, 1100 Oxley Street
  - South Pasadena Senior Center, 1102 Oxley Street (connected through Library)
- South Pasadena Public Works Yard, 825 Mission Street
  - South Pasadena Recreation Building, 815 Mission Street (connected through Public Works Yard)
- Garfield Reservoir, 416 Garfield Ave (currently under separate contract)

The new contract will double the capacity to 200M to support the City’s data transfer needs at a rate of \$3,200 per month, a decrease of \$270 from the current rates.

The proposal includes the following:

- 200M Dedicated Fiber Circuit
- 3 Point to Point Circuits:
  - 2 existing
  - 1 new to replace the 25M Fiber Circuit at 416 Garfield Ave
- 60-month contract term
- \$3,200 per month

While in most instances one can find cost-savings by locking in a fixed price over a longer term, the economics of the Ethernet market work inversely. Due to the fact that telecommunications

companies are investing significant money to install fiber optic cables throughout the Los Angeles area, costs for services have steadily decreased over the term of the last contract. The proposed contract will reduce overall internet costs for the City while providing double the capacity.

Competitor firms offering similar services were asked to provide a cost estimate that included monthly service fees as well as required retrofitting or construction to ensure fiber infrastructure. Of the four firms contacted, including the incumbent firm, only one responded. However, although a site visit was conducted, the firm did not provide a quote for installation of fiber in time to include in this report. Staff believes the infrastructure work to be done to transfer services to a new provider will likely take several months.

	CURRENT Spectrum	Spectrum	AT&T	Wave	Cox
Dedicated Internet - 200M	N/A	\$ 1,985.00	\$ 1,007.06	N/A	N/A
Dedicated Internet - 100M	\$ 1,190.00	N/A	N/A	N/A	N/A
Internet (Garfield) - 25M	\$ 350.00	N/A	N/A	N/A	N/A
PTP - Garfield Reservoir	N/A	\$ 405.00	\$ 542.23	N/A	N/A
PTP - Public Library	\$ 1,140.00	\$ 405.00	\$ 542.23	N/A	N/A
PTP - Public Works Yard	\$ 1,140.00	\$ 405.00	\$ 542.23	N/A	N/A
PTP - City Hall	N/A	N/A	\$ 542.23	N/A	N/A
Construction Costs	N/A	<b>Included</b>	<b>TBD</b>	N/A	N/A
<b>MONTHLY TOTAL</b>	<b>\$ 3,470.00</b>	<b>\$ 3,200.00</b>	<b>\$ 3,175.98</b>	<b>N/A</b>	<b>N/A</b>

Spectrum would offer the most seamless process for integrating services, given that their infrastructure is already used to connect the sites, and has shown good faith working with staff to provide a competitive rate for the services. Spectrum’s proposal also waives any fees associated with connection of the Garfield Reservoir site, including early contract termination (Garfield internet contract is set to expire in November of this year).

In the past five years, the City experienced minimal interruption in service and was satisfied with Spectrum’s incident response and immediate resolution. The City also acquired redundant

internet services through an alternate vendor in order to maintain services in instances where the primary internet is down. This has served the City well and is a recommended industry practice.

### **Alternatives Considered**

1. The current contract with Spectrum expired in August, 2020. If the City does not move forward with a new contract, it will remain on a month-to-month with Spectrum at the initial contract rate for the 100M of fiber internet services. The Garfield Reservoir site contract will expire in November 2020.
2. Wireless internet providers were excluded from the request for proposals as wired connection provides a more secure connection between sites, with less chance for downtime. Wireless connections, including satellite internet, have a higher rate of failure and signal loss, particularly in instances of inclement weather. Additionally, a wireless solution would require the purchase of equipment that the City would need to maintain and be responsible for any potential future replacements due to failure or technology obsolescence. The wired solution allows for the ability to scale the network's capacity, the bandwidth, as needed by the City without the need for the City to replace equipment, whereas a wireless solution would require a complete replacement of equipment to support an increase in that capacity.

### **Background**

Beginning in February 1997, the City leased a portion of the City-owned property located at 650 Stoney Drive to Time Warner Cable (TWC). As part of the Franchise Agreement to use City facilities, TWC provided an Institutional Network (I-Net) of four Ethernet fiber connections to key City sites, to connect the email and file servers located at the City Hall with the local computer networks located at various sites:

When the State of California Public Utilities Commission assumed authority of Franchise agreements for cable service, the City and TWC negotiated this service as part of the terms of the Lease Agreement for the City-owned property at 650 Stoney Drive. TWC notified the City in advance of the expiration of the Lease Agreement, due to expire on December 31, 2014, of its intent to vacate the leased site and began discussions with the City to provide I-Net services at a monthly cost. In order to maintain services during the interim period, TWC agreed to allow the City to continue to use the fiber connections temporarily while the City evaluated options to connect the computer network between these sites.

In 2015, shortly after hiring Acorn Technology as the contract Information Technology firm, City staff began investigating potential options to link the computer network between City sites. The City entered an agreement with TWC, currently Spectrum, point-to-point internet services would provide the City with a wired connection between the five business sites for a fixed monthly cost for three years with two year optional renewal. Spectrum offered the most seamless process for integrating services, given that their infrastructure already existed to connect the sites, and less retrofitting was required. Spectrum has provided reliable connectivity throughout the term of the contract and has been especially responsive to the City's service needs.



**Legal Review**

The City Attorney has reviewed and approved the agreement as to form.

**Fiscal Impact**

Sufficient funds are programmed in the Information Services budget each Fiscal Year. A portion of the costs will be charged to the water account as appropriate for services to the Garfield Reservoir site.

**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. Spectrum Enterprise Service Renewal Agreement
2. Spectrum Enterprise Terms of Service

**ATTACHMENT 1**  
**Spectrum Renewal Agreement and SLAs**

**Customer Service Order**

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Linda Garcia  
 Phone: 714-287-6609 ext:  
 Cell Phone: 714-287-6609  
 Email: linda.garcia@charter.com

**Order # 11955641**

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	CITY OF SOUTH PASADENA	<b>Customer Type:</b>
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
1414 MISSION ST SOUTH PASADENA CA 91030		8448300080012161
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Lucy Demirjian	(626) 403-7210	ldemirjian@southpasadenaca.gov
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Lucy Demirjian	(626) 403-7210	ldemirjian@southpasadenaca.gov
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>

<b>Current Services and Monthly charges At 1414 Mission St , South Pasadena CA 91030</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
1 Static IP	1	\$0.00	\$0.00
Comm Acct	1	\$0.00	\$0.00
Ethernet EPL HUB	1	\$0.00	\$0.00
DED INTERNET ACCESS 5 YR	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>
*Prices do not include taxes and fees.			

<b>Current Services and Monthly charges At 1100 Oxley St , South Pasadena CA 91030</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
Comm Acct	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>
*Prices do not include taxes and fees.			

<b>Current Services and Monthly charges At 825 Mission St , South Pasadena CA 91030</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
Comm Acct	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>
*Prices do not include taxes and fees.			

<b>Current Services and Monthly charges At 416 Garfield Ave Unit WATER OPERATIONS NEW BUILDING - BCP, South Pasadena CA 91030</b>			
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>
Comm Acct	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>
*Prices do not include taxes and fees.			

<b>New and Revised Services and Monthly Charges At 1414 Mission St , South Pasadena CA 91030</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
13 Static IP	1	\$0.00	\$0.00	
EPL Intrastate 100 Mbps	3	\$405.00	\$1,215.00	60 Months
Fiber Internet 200Mbps	1	\$770.00	\$770.00	60 Months
<b>*Total</b>			<b>\$1,985.00</b>	
*Prices do not include taxes and fees.				

**New and Revised Services and Monthly Charges At** 416 Garfield Ave Unit WATER OPERATIONS NEW BUILDING - BCP, South Pasadena CA 91030

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 100 Mbps	1	\$405.00	\$405.00	60 Months
Ethernet Spoke	1	\$0.00	\$0.00	60 Months
<b>*Total</b>			<b>\$405.00</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At** 1100 Oxley St , South Pasadena CA 91030

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 100 Mbps	1	\$405.00	\$405.00	60 Months
Ethernet Spoke	1	\$0.00	\$0.00	60 Months
<b>*Total</b>			<b>\$405.00</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At** 825 Mission St , South Pasadena CA 91030

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Intrastate 100 Mbps	1	\$405.00	\$405.00	60 Months
Ethernet Spoke	1	\$0.00	\$0.00	60 Months
<b>*Total</b>			<b>\$405.00</b>	

\*Prices do not include taxes and fees.

**One Time fees At** 416 Garfield Ave Unit WATER OPERATIONS NEW BUILDING - BCP, South Pasadena CA 91030

Description	Quantity	Sales Price	Total
Installation	1	\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>

\*Prices do not include taxes and fees.

**Special Terms**

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
**Authorized Signature for Customer**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date Signed**



# Spectrum Enterprise

## Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

### I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

### II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.



Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> <li>• Service Disruption resulting in a total loss of Service; or</li> <li>• Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>• A service problem that does not impact the Service; or</li> <li>• A single non-circuit specific quality of Service inquiry.</li> </ul>

### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

### IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).

Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

#### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

#### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

#### VIII. Network Maintenance

##### Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

##### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

**IX. Remedies**

**Service Credits:**

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

# Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the “Gateway Point”).

## I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	≤ 10ms	≤ 25ms	≤ 125ms	≤ 125ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

<sup>1</sup> “On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.

<sup>2</sup> “Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

## II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure

Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>Service Disruption resulting in a total loss of Service; or</li> <li>Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>A service problem that does not impact the Service; or</li> <li>A single non-circuit specific quality of Service inquiry.</li> </ul>

### III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

#### IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

<p><b>Cumulative length of time to restore Priority 1 Outage(s) per Service</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Total number of Priority 1 Outage trouble tickets per Service</b></p>
--

#### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

<p><b>Latency / Frame Delay=</b></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><b>Sum of the roundtrip delay measurements for a Service</b></td> </tr> <tr> <td style="border-top: 1px solid black; text-align: center; padding: 5px;"><b>Total # of measurements for a Service</b></td> </tr> </table>	<b>Sum of the roundtrip delay measurements for a Service</b>	<b>Total # of measurements for a Service</b>
<b>Sum of the roundtrip delay measurements for a Service</b>			
<b>Total # of measurements for a Service</b>			

## VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$$

## VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

**VIII. Network Maintenance**

**Maintenance Notice:**

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

**Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

**IX. Remedies Service Credit:**

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore (“MTTR”)		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer’s sole and exclusive remedy, and Spectrum Enterprise’s sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer’s termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise’s receipt of such written notice of termination.



**ATTACHMENT 2**  
Enterprise-Terms-of-Service



## COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto ("Attachment(s)"), and all other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum's services (each a "Service" or collectively the "Services") and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

### GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum's commencement of performance (the "Effective Date"). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the "Term").

2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. All submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)").

3. **ORDER TERM.** The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services, or certain features, may not be available in all Spectrum service areas, may change from time to time and Spectrum may decline to provide any requested Services. Spectrum's ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum's control.

#### 5. SERVICE LOCATION ACCESS AND INSTALLATION.

(a) Access. Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment ("Spectrum Equipment") used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

(b) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical

network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

(c) Site Preparation. Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture, and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space, and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer's use.

(d) Installation. Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entitles when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

## **6. EQUIPMENT.**

### Equipment Responsibilities and Safeguards.

(a) Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage

to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.

**(b) Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.

**(c) Equipment Return, Retrieval, Repair, and Replacement.** Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software").

Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

**7. STANDARD PAYMENT TERMS.** Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

**(a) Charges.** Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

**(b) Taxes, Surcharges, and Fees.** Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled

under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

(f) Credit Verification. Spectrum shall have the right to verify Customer's credit standing at any time.

(g) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
- ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.

**8. ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites, including without limitation [www.spectrum.net](http://www.spectrum.net), available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the



Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.

**9. SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair, and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware, or software for the use of Spectrum Service or third party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

#### **10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS**

(a) Representations. Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.

(b) No Reselling. Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.

(c) No Illegal Purpose or Unauthorized Access. Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) No Interference. Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or any other Services, facilities or third-party providers. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

(e) Applicable Laws. With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.

(f) Acceptable Use. As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.

**11. PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.

**12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

**13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.**

(a) Default. A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").

(b) Mutual Termination Rights. Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

(c) Termination for Convenience by Customer. Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.

(d) Spectrum's Right to Suspend. Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.

(e) Termination Charges. Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.

(f) Survival. The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.

**14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**

(a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE

USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

**(b) LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

**15. INDEMNIFICATION.** Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a)** Customer's use or misuse of the Service,
- (b)** Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c)** Personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

**16. COMPLIANCE WITH LAWS.** As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

**17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but



only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

**18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

**(a)** A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

**(b)** EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.

**(c)** CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.

**(d)** Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY

JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.

**(e) EXCLUSIONS.** CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

## **19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.**

**(a) Spectrum's Proprietary Rights.** All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

**(b) Confidentiality.** Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.

**(c) Software.** If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

**20. PRIVACY.** Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

## **21. NOTICES.**

**(a)** Except for notice to terminate the Service Agreement or to disconnect any Services as set forth in Section 21(b) below, all other notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses

If to Spectrum:  
Charter Communications Operating, LLC

ATTN: Commercial Contracts Management  
Corporate - Legal Operations  
12405 Powerscourt Drive  
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

(b) Disconnect Notice. Customer may disconnect a Service or all Services under the Services Agreement by following the instructions available at this link: <https://enterprise.spectrum.com/support/faq/account/how-to-cancel-service.html> (such instructions in the link may be updated from time to time).

## 22. MISCELLANEOUS.

(a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

(b) Signatures; Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.

(c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.

(d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.

(e) Severability. To the extent any term, covenant, condition or portion of this Service Agreement is held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.

(f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

(h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

(i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.

(j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

## Attachment A Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

**Spectrum Business TV Service:** Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

**Spectrum Enterprise TV Service:** Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.



5. **Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.
6. **Noninterference.** Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. **Charges.** Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.
8. **End User Support.** Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. **Set Back Box.** Customer's use of the Set Back Box Product ("**SBB**") available as part of the Enterprise TV Service (the "**SBB Offering**") is subject to the following additional terms and conditions:
- (a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
  - (b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
10. **SpectrumU Service.** SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "**SpectrumU TV App**") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
- (a) Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
  - (b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
  - (c) Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

**Attachment B**  
**Spectrum Business Voice Service, PRI/SIP Trunking Service**  
**(collectively “Voice Services”)**

**Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and  
Unified Communications (collectively, “Hosted Communications Services”)**

**DESCRIPTION OF SERVICES:**

**Voice Services:**

**Spectrum Business Voice Service:** If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

**SIP Trunking Service:** If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol (“SIP”) connection to the Customer’s private branch exchange (including any non-Spectrum switch, collectively, “PBX”) or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

**PRI Service:** If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface (“PRI”) connection to Customer’s PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

**Analog Lines Over Fiber Service:** If Customer selects to receive Analog Lines over Fiber Service, Customer will receive voice and call processing services via an analog connection to the Customer’s PBX that is equipped with an analog line card interface or other analog line based Customer Equipment like a fax machine. A variety of features, including line hunting, are offered, as described more fully in the applicable Service Order.

**Toll-Free Service for Spectrum Trunking:** If Customer selects to receive Spectrum Toll-Free Service for use with trunking service, Customer will receive voice service consisting of one or more toll-free numbers and access to a variety of optional screening and routing features including:

- Origination Screening: Allows or disallows an originating call made to a single toll-free number based on the originating Number Plan Area (NPA) and/or prefix (NXX) of the caller.
- Origination Routing: Routes an originating call made to a single toll-free number to a pre-determined Direct Inward Dialing (DID) number location based on the originating NPA and/or NXX of the caller.
- Schedule-Based Routing: Routes an originating call made to a single toll-free number to a pre-determined DID number location based on the time of day, day of week or day of year.
- Percentage Call Allocation: Routes an originating call made to a single toll-free number to any of two or more pre-determined DID number locations based on the Customer’s allocated traffic percentage between the DID number locations.
- Toll-Free Dialed Number Identification Service (DNIS): Provides the original called toll-free number to the terminating location, if the toll-free number/call is terminated to the Spectrum trunking service.

**Note:** Spectrum Toll-Free Service must terminate to a Spectrum trunking service. Not all Toll-Free Service features may be available in all areas.

**E911 Location Plus:** If Customer selects to receive Spectrum E911 Location Plus for use with trunking service, Customer may add or manage station level address information (for example, floor, suite, or office number) for telephone numbers at a Service Location for Customer’s E911 address records through use of the E911 Location Plus self-service web portal. E911 Location Plus may be used by a Customer operating its own multi-line telephone system in an office or apartment building, or other similar building environment that wishes to provide location information for its station level telephone numbers.

**Spectrum Hosted Communications Services:**

**Spectrum Hosted Voice Service:** If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

**Spectrum Hosted Voice for Hospitality Service:** If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

**Spectrum Hosted Call Center:** If Customer selects to receive Spectrum Hosted Call Center Service; Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

**Unified Communications Service:** If Customer elects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer may receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services may also be available in personal computer, mobile phone, and tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service (i.e., "soft phone service"). If Customer elects a soft phone service, it will be offered as a separate inbound and outbound service and Customer must choose one or both services prior to installation. Customer may later modify its selection in writing. If Customer or an End User accesses the Hosted Communications Services through use of an application, certain features, functionalities, or capabilities, such as two-way calling, may not be available. 911 CALLING WILL NOT BE AVAILABLE WITH SOFT PHONE SERVICE. When using such an application, Customer and End Users are subject to the terms of such application and the terms of this Service Agreement (including this Attachment). Changes made to the features, functionalities, capabilities of the Unified Communications Service, or to an application accessing Spectrum Hosted Communications Service, shall be in Spectrum's sole discretion.

#### **COMMUNICATIONS SERVICES TERMS AND CONDITIONS:**

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.

(b) Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle

(c) Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <https://enterprise.spectrum.com> or <https://business.spectrum.com> or in the applicable price guide at <https://spectrum.com>, under "Customer Disclosures." These additional Communications Services, features, or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.



2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

(a) Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

(b) Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

(c) Security Systems and Alarm Systems. Although Spectrum will supply a connection (such as an analog line connection), that may allow the operation of Customer's existing security system, alarm system or other non-voice system (such as an elevator alarm line), Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact its security, alarm or other system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. Spectrum does not provide power back up and is not responsible for the operation of any Customer security, alarm, or any other system in connection with Customer Equipment and, specifically, where the Customer Equipment does not have power backup (e.g., battery backup). In addition, it is Customer's responsibility to test its system on a regular basis. Spectrum does not represent that the Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In all cases, it is Customer's responsibility to ensure that use of the Communications Service meets all applicable regulations.

(d) Prohibited Use: Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station or a fire alarm, and Spectrum will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

(a) Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably

suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).

(b) Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).

(c) Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.

5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing, or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.

6. 911 Services:

(a) CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.

(b) Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.

(c) Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability

to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

(d) In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

(e) If Customer orders E911 Location Plus, (i) Customer may add and/or manage station level address information for telephone numbers at the Service Location through use of the E911 Location Plus self-service web portal; (ii) Customer shall be solely responsible for complying with all applicable local, state, and federal laws, rules, regulations and requirements for operation and use of a multi-line telephone system and for providing accurate station level address information (i.e., the applicable characters for display at a 911 operator) for Customer's telephone numbers; (iii) Customer will transmit the telephone number to Spectrum that is associated with the station that placed a 911 call; and (iv) Customer will ensure the initial and continuing accuracy of the station level address information for each Customer telephone number in the E911 Location Plus self-service web portal. Updates or modifications to station level address information in the E911 Location Plus self-service web portal may require up to 24 hours for implementation and/or updating. Non-Spectrum telephone numbers are not supported and may not be entered into the E911 Location Plus self-service web portal. Notwithstanding Customer's use of E911 Location Plus, Customer is solely responsible for directing emergency personnel at the Service Location.

(f) Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.

(g) CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.

7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

8. Cross Rate Center Telephone Numbers: If Customer orders or utilizes telephone number(s) with Spectrum trunking service that are associated with a rate center that is different than the rate center where the Spectrum trunking service is located, (i) Customer's telephone number(s) will be provisioned as Direct Inward Dialing (DID) numbers on the Spectrum trunking service (referred to as "Cross Rate Center DIDs"); (ii) all calls originated from the Cross Rate Center DIDs will be rated based upon the rate center associated with the Spectrum trunking service location; and (iii) the address information for E911 calls from the Cross Rate Center DIDs shall be the address associated with the Spectrum trunking service location. Cross Rate Center DIDs may not be available in all Spectrum service areas, and Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) in service areas where Cross Rate Center DIDs are not available.

9. Centralized PBX Support: If Customer orders Centralized PBX Support for a Customer PBX that serves multiple Customer locations (each, referred to as a "Remote Site"), Customer will connect each Remote Site to a single site on the Customer's network (referred to as a "Hub Site") and Spectrum trunking service will be installed at the Hub Site. The demarcation point for each Remote Site will be the Hub Site location where the Spectrum trunking service is installed. Customer is responsible for the quality of the network and connections, including the voice Quality of Service (QOS), on its side of the demarcation point, unless such network and connections are provided by Spectrum. Additionally, the following requirements are applicable to Centralized PBX Support:

(a) Telephone numbers utilized at each Remote Site (i) must be associated with the rate center where the Remote Site is located, and (ii) must be in a Spectrum service area.

(b) Cross rate center telephone number assignment is not permitted with Centralized PBX Support. Customer may purchase Remote Call Forwarding (RCF) or Remote Number Forwarding (RNF) if a Remote Site requires telephone numbers that are associated with a rate center that is different than the rate center where the Remote Site is located.

(c) The address information for E911 calls from a Remote Site shall be the address associated with the Remote Site. Customer is solely responsible for providing Spectrum with accurate telephone number and service address information for each Remote Site. Customer must contact Spectrum before moving telephones or telephone numbers to any address other than the Remote Site, otherwise calls from the telephones or telephone numbers will appear to E911 emergency service operators to be coming from the Remote Site and not the new address.

(d) Spectrum will calculate and remit 911 fees for each Remote Site based on state and local regulations at the address where telephone(s) and telephone number(s) are located and emergency services are dispatched.

10. All calls from a Remote Site will be rated based upon the rate center associated with telephone number(s) at the Remote Site. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments, and/or lines. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.

11. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

12. CPNI: As a provider of telecommunications and interconnected VoIP services, Spectrum takes seriously its responsibility to protect the confidentiality of its customers' proprietary network information ("CPNI"). Spectrum is committed to protecting its telecommunications and interconnected VoIP service customers' CPNI in accordance with applicable regulatory and statutory requirements. CPNI is customer-specific data that is collected by Spectrum in the course of



providing telecommunications or interconnected VoIP services to its customers, and includes information relating to the quantity, technical configuration, type, destination, location, and amount of telecommunications and interconnected VoIP service usage by Customer, and information contained in Customer's bills that is obtained by Spectrum pursuant to its provision of telecommunications or interconnected VoIP service. Customer CPNI will be protected by Spectrum as described herein, in the Spectrum Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding anything else in this Agreement, the following shall not be CPNI: (i) Customer's directory listing information (i.e., Customer's name, address, and telephone number), and (ii) aggregated, deidentified and/or compiled information that does not contain individual customer characteristics, even if CPNI was used as a basis for such information.

(a) Spectrum may use and disclose CPNI when required by applicable law.

(b) Spectrum may use CPNI and share (including via email) CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer;; (ii) to protect the rights or interests of Spectrum and Customer in preventing fraud, theft of services, abuse, harassment and misuse of telecommunications services; (iii) to protect the security and integrity of Spectrum Network systems; and (iv) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.

(c) Spectrum will obtain Customer's consent before using CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of CPNI in accordance with the terms of this Attachment.

(d) Spectrum will respond to Customer requests for CPNI, including call detail records, only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for calling detail records. Spectrum will notify Customer of any requests to change account passwords, activate online account access or change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account phone or address of record.

(e) Customer may identify a person or persons who are authorized to request CPNI by executing an Agency Letter provided by Spectrum. A copy of the Agency Letter can be obtained from Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with the Agency Letter.

(f) Provided that Customer is served by at least one dedicated Spectrum representative under this Attachment B, Spectrum may use any one of the authentication methods specified below to confirm that a person seeking Customer CPNI (including, without restriction, call detail records) is authorized to receive it. Spectrum will not be liable to Customer for any disclosure of CPNI (including call detail records) that occurs if Spectrum has complied with one or more of these authentication methods.

- Agency Letter. As provided in paragraph e, Spectrum may provide CPNI to any individual pursuant to the terms of an Agency Letter.
- Circuit ID. Spectrum may provide Customer CPNI to an individual that correctly identifies a Customer Circuit ID—i.e., a Spectrum-specific identifier assigned to a data or voice network connection between two locations.
- Premier Code. Spectrum may provide Customer CPNI to an individual that correctly identifies Customer's Premier Code—i.e., a 4-digit code that Spectrum may provide to Customer.

Spectrum reserves the right to add, remove, or alter these authentication methods in its sole discretion.

In the event of a conflict or inconsistency between the CPNI terms in this Attachment B and the remainder of the Service Agreement, the CPNI terms in Attachment B shall control.

13. Directory Listings: Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION,

REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

14. Minute Packages: If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard toll rates listed at <https://enterprise.spectrum.com> (or successor URL), unless other rates have been provided in the Service Order.

15. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location, or a toll-free number from an existing toll-free service provider, to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") or former toll-free service provider, as appropriate, using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third -party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

16. Call Redirect: If a PRI Service, SIP Trunking Service, Analog Lines over Fiber, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

17. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

18. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

19. Voicemail; Call Recording and HIPAA. This paragraph shall apply if Customer is a Covered Entity or Business Associate under HIPAA. If Customer is a Covered Entity or Business Associate, and intends to create, receive, maintain or transmit protected health information ("PHI") through the use of the Hosted Communications Services, Customer agrees that with regard to the Voice Services (i.e. telephone service alone), Spectrum is acting solely as a "conduit". Under HIPAA, a "conduit" is a party that transports information but does not access it other than on a random or infrequent basis necessary for the performance of the transportation service or as required by law. However, Customer agrees that it shall notify Spectrum, and the parties shall enter into Spectrum's Business Associate Agreement, if Customer is to receive or store any PHI on the voicemail or call recording features of the Hosted Communications Services, both of which must occur before such receipt or storage of PHI. In such event, Customer further agrees that it shall not enable or otherwise use any "voicemail to e-mail" feature in connection with the Hosted Communications Services. As used herein, "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing rules and regulations, and "Covered Entity," "Business Associate," and "protected health information" shall have their respective meanings as defined by HIPAA.



## Attachment C

### Spectrum Business High-Speed Internet Service (“Internet Service”)

**Spectrum Business High-Speed Internet Service<sup>1</sup>:** Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. **Minimum Equipment Requirements.** Customer shall maintain certain minimum equipment and software to receive the Internet Service (see [www.business.spectrum.com](http://www.business.spectrum.com) for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. **Software.** At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. **Internet Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
4. **Security.** Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. **Electronic Addresses; Mailboxes.** All non- vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

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<sup>1</sup> Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.



(a) Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

(b) Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

(c) Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

6. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at [www.business.spectrum.com](http://www.business.spectrum.com) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

8. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

9. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

(a) To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

(b) Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

## Attachment D

### Fiber Internet Access Service (“FIA Service”)

**Fiber Internet Access:** If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. **FIA Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
2. **Bandwidth Management.** Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <https://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. **DDoS Protection Services.**
  - (a) This Section only applies if Customer elects to purchase DDoS Protection Service (whether by monthly subscription or on a per incident basis) to enable detection of distributed denial of service (“DDoS”) attacks, receive notifications of attacks, mitigation services, and post-event reporting of DDoS attack activity. Spectrum monitors Customer Internet traffic as it travels across Spectrum’s Network to detect anomalies that are symptomatic of a volumetric DDoS attack, as reasonably determined by Spectrum (a “DDoS Attack”). Spectrum requires that Customer: (i) provide information regarding Customer’s Internet traffic before Spectrum can provision the DDoS Protection Service and (ii) cooperate with Spectrum to conduct mitigation testing in order to activate the DDoS Protection Service. After DDoS Protection Service activation, Spectrum will monitor Customer’s Fiber Internet Access (FIA) network traffic flow for variations to the baseline traffic patterns. When the DDoS Protection Service detects an anomaly that is symptomatic of a DDoS Attack, the DDoS Protection Service alerts Spectrum. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer’s legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will remove the countermeasures and redirect Customer’s inbound network traffic to its normal path if Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack for an additional 4 hours. Customer may obtain status updates and reporting from Spectrum through a customer portal, or other means as determined by Spectrum. During the provisioning process, Customer may designate whether Spectrum is to provide “Proactive” or “Reactive” mitigation services as further described below. If Customer has designated Proactive mitigation, Customer may switch to Reactive mitigation and if Customer designated Reactive mitigation, Customer may switch to Proactive mitigation, at any time during the Initial Order Term. Spectrum will use commercially reasonable efforts to implement Customer’s change request within five (5) business days of receipt of Customer’s request.
  - (b) **DDoS Proactive Mitigation Services:** If Customer designates Proactive mitigation services, following service activation, Spectrum will automatically implement countermeasures upon Spectrum’s detection of a DDoS attack.

(c) DDoS Reactive Mitigation Services: If Customer designates Reactive mitigation services, Customer understands that Spectrum will not automatically initiate any DDoS countermeasures unless and until a Customer representative calls Spectrum to notify Spectrum that Customer may be experiencing a DDoS Attack. If Spectrum has an existing ticket indicating detection of a DDoS Attack, Spectrum will use commercially reasonable efforts to initiate countermeasures within 15 minutes.

(d) Customer Requirements: Only Spectrum's On-Net FIA Service are eligible to for DDoS Protection Services. DDoS Protection Service is provided on a per circuit basis. Spectrum's ability to provide the DDoS Protection Services is contingent on (i) Customer providing accurate and timely information to Spectrum, including IP addresses and (ii) Customer-provided equipment and software being compatible with the DDoS Protection Service as determined by Spectrum in its sole discretion (e.g., Spectrum will not be able to provide a 3GB DDoS Protection Service if Customer has a 1GB Firewall).

(e) Disclaimers: Customer acknowledges the following additional terms for the DDoS Protection Services:

- i. SPECTRUM DOES NOT SUPPORT, AND SHALL HAVE NO OBLIGATION TO PROVIDE, MITIGATION WITH RESPECT TO IPv6.
- ii. DDoS mitigation only mitigates the effects of certain types of DDoS attacks and is not designed as a comprehensive security solution. When Customer Internet traffic is traveling over the Spectrum Network, Spectrum makes no guarantees that only DDoS attack traffic will be prevented from reaching the destination or that only legitimate traffic will reach Customer.
- iii. Spectrum makes no warranty, express or implied, that: (1) with respect to DDoS Protection Service, all DDoS attacks will be detected; (2) DDoS Protection Service will successfully mitigate the incident, including without limitation if the DDoS attack generates a traffic volume that exceeds the amount of traffic that Spectrum can divert; or (3) the DDoS Protection Services will be uninterrupted or error-free.

(f) Termination:

If Customer terminates any FIA Service for which Customer has also subscribed to DDoS Protection Service for any reason other than Spectrum's material, uncured breach, then Customer shall be deemed to have terminated the corresponding DDoS Protection Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement.

5. DDoS Protection Incident Services. DDoS Protection Incident Services is available if Customer is not an active DDoS Protection subscriber and requests one-time DDoS attack mitigation.

(a) **Email Order. DUE TO THE URGENT NATURE TO MITIGATE A DDOS ATTACK, CUSTOMER MAY ORDER DDOS PROTECTION INCIDENT SERVICE VIA EMAIL. TO INITIATE DDOS PROTECTION INCIDENT SERVICE, CUSTOMER MAY AUTHORIZE COMMENCEMENT OF SERVICES VIA SPECTRUM'S THEN- DESIGNATED EMAIL ACCEPTANCE PROCESS. CUSTOMER'S AFFIRMATIVE REPLY ACCEPTING DDOS PROTECTION INCIDENT SERVICE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN CUSTOMER AND SPECTRUM AND CUSTOMER SHALL PAY AN INCIDENT CHARGE FOR EACH MITIGATION WINDOW (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT AND AS OUTLINED IN THE AGREED TO EMAIL ACCEPTANCE PROCESS. The per-Mitigation Window incident charge is based on the FIA circuit bandwidth and will be set forth in the email referenced herein.**

(b) During the provision of DDoS Protection Incident Service, Customer may elect to covert to subscription-based DDoS Protection Service by contacting Customer's sales account representative.

(c) Promptly after Spectrum's receipt of the email indicating acceptance, DDoS Protection countermeasures will start the Mitigation Window. The DDoS Protection Service and associated countermeasures are configured to reduce disruption of Customer's legitimate traffic, but Customer may experience slower Internet traffic speed during a DDoS Attack. Spectrum will continue countermeasures for the duration of each Mitigation Window. Once Spectrum determines that the DDoS Attack has ended and there is no activity symptomatic of a DDoS Attack then, at the conclusion of the Mitigation Window, DDoS Protection Incident Service will end and Spectrum will redirect Customer's inbound network traffic to its normal path.

Mitigation Window: A "Mitigation Window" means Spectrum's provision of DDoS Protection Incident Service for a consecutive 72 hour period that begins when Customer accepts the DDoS Protection Incident Service via email reply to Spectrum and Spectrum commences the DDoS Protection Incident Service. Unless Customer requests termination of DDoS Protection Incident Service, if an attack persists beyond a single 72- hour Mitigation Window, Spectrum will commence new subsequent 72-hour Mitigation Windows until the DDoS attack subsides or Customer requests termination of DDoS Protection Incident Service. Each subsequent Mitigation Window is subject to additional fees.

## Attachment E

### WIDE AREA NETWORK (“WAN”) SERVICES

#### Ethernet, Cloud Connect and Wavelengths

1. **Ethernet Service:** Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

2. **Cloud Connect Service:** Spectrum will provide a Cloud Connect Service allowing Customer a private, layer 2 connectivity to cloud service providers (CSPs). Therefore, all terms herein shall apply to the Cloud Connect Service in addition to the Ethernet Service.

3. **Wavelengths Service:** Spectrum will provide Wavelengths for Customer locations connected over fiber-optic cable. Wavelengths are a high speed (10Gbps and 100Gbps), optical data transport solution that uses dense wave division multiplexing (DWDM) technology, delivering low-latency bandwidth across Spectrum Enterprise’s dense fiber network. Connectivity is established between two Customer end-points in a point-to-point topology. Spectrum will install the fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Wavelengths are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

4. **Additional terms of use:** Customer’s use of Ethernet Service, Wavelength and, as applicable, Cloud Connect Service, are subject to the following additional terms and conditions:

- (a) If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path or data flow that exceeds 2 Gbps, Spectrum may limit such Path or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
- (b) Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network.
- (c) Customer’s use of Ethernet and/or Wavelengths Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum.

In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule.



## Attachment F

### Managed Services

#### **Software-Defined Wide Area Networking Service (“SD-WAN Service”), Managed WiFi Service, Managed Router Service (“MRS”), Managed Security Service (“MSS”) and Cloud Security (“vSecurity”)**

If Customer elects to purchase a Managed Service, Spectrum shall provide Customer with any required customer premises equipment (“CPE”) through which Customer can receive the purchased service(s) at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.

Customer’s use of any of the Managed Services, as applicable, are subject to the following additional terms and conditions:

The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties. Spectrum is not the manufacturer or supplier of any software or hardware components of the Managed Services. Spectrum will update the Managed Service from time to time based on manufacturer-provided updates.

Technical Configuration Questionnaire. Spectrum may request Customer complete a Technical Configuration Questionnaire. Customer agrees that Spectrum is relying on Customer’s configuration information in order to provide the Managed Service, and that Spectrum shall have no responsibility for any resulting loss or damage resulting from Spectrum’s reliance on and use of, Customer-provided configuration information. If Customer requests that Spectrum modify the configuration of the SD-WAN Service or Virtual Security Service in accordance with specifications provided by Customer that deviate from those specifications in the Technical Configuration Questionnaire, then Spectrum’s sole obligation will be to implement the configuration settings requested by Customer, and Spectrum shall have no responsibility or liability for any resulting loss or damage incurred by Customer or any third-parties arising directly or indirectly as a result of any such Customer-requested configuration modifications.

Security Limitations. SPECTRUM DOES NOT PROVIDE MONITORING OF SECURITY EVENTS, SECURITY EVENT MITIGATION OR ADVICE REGARDING SECURITY ISSUES OR THREATS IN CONNECTION WITH THE MANAGED SERVICES. SPECTRUM IS NOT RESPONSIBLE FOR SECURITY BREACHES THAT OCCUR DUE TO CUSTOMER’S USE OF ANY MANGED SERVICE CPE OR MANAGED SERVICE, OR FOR ANY MALICIOUS DATA THAT MAY BE TRANSMITTED OVER THE PROVIDED NETWORK.

**SOFTWARE DEFINED WIDE AREA NETWORK (“SD-WAN”) SERVICE:** This section applies only if the Customer purchases the SD-WAN Service:

- (a) Spectrum shall provide Customer with one or more SD-WAN customer premises equipment (“CPE”) through which Customer can deploy and use Virtual Private Network connectivity and associated virtualized network functions at Customer’s Service Location(s) across Customer’s network, as may be more particularly described and set forth in the applicable Service Order.
- (b) Customer is responsible for Internet connectivity at all Customer’s Service Location(s) in order for Customer to utilize the SD-WAN Service. If Internet connectivity at a Service Location for any reason at any time suffers from degradation or is unavailable, then the SD-WAN Service at such Service Location may be degraded or inoperable; and SPECTRUM SHALL HAVE NO LIABILITY FOR ANY RESULTING LOSS OR DAMAGE FROM SUCH DEGRADATION OR INOPERABILITY OF THE SD-WAN SERVICE.

**MANAGED WIFI SERVICE:** This section applies only if the customer purchases the Managed WiFi Service.

- (a) Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion
- (b) Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an

Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).

- (c) Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

**MANAGED ROUTER SERVICE (“MRS”):** This section only applies if the customer purchases the Managed Router Service.

- (a) Spectrum will provide a managed router solution with a router deployed at the designated Service Location configured according to the Questionnaire. Managed Router Service or certain features, may not be available in all service areas and may change from time to time.
- (b) Connectivity. The Managed Router Service is only available when connected via Spectrum FIA or Spectrum Ethernet services including in-network and Type II connections. A 3<sup>rd</sup> party connection can be used as a secondary connection where Spectrum is providing the primary connection.
- (c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Router Service, leaving the Manager Router only connected to non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Router Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Router Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

**MANAGED SECURITY SERVICE (“MSS”):** This section only applies if the customer purchases the Managed Security Service.

- (a) Spectrum will provide a managed firewall solution with a firewall deployed at the designated Service Location configured according to the Questionnaire. Managed Security Service or certain features, may not be available in all service areas and may change from time to time.
- (b) Connectivity. The Managed Security Service is only available when connected via Spectrum FIA or Spectrum High Speed Internet services including in-network and Type II connections. A 3<sup>rd</sup> party connection can be used as a secondary connection where Spectrum is providing the primary connection.
- (c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the Managed Security Service leaving the Managed Security Service only connected to a non-Spectrum service for any reason other than Spectrum’s material, uncured breach, then Customer shall be deemed to have terminated the corresponding Managed Security Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the Managed Security Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.

**CLOUD SECURITY (“vSECURITY”) SERVICE:** This section only applies if the customer purchases the vSecurity Service.

- (a) The vSecurity Service delivers firewall capabilities through a virtual firewall hosted in a Spectrum Data Center. The Data Center location is based on the geographic location of the customer site(s) and other considerations made at Spectrum’s sole discretion.
- (b) Connectivity. The vSecurity Service is only available when connected via Spectrum Ethernet, Spectrum FIA, and SD-WAN services including in-network and Type II connections.
- (c) Termination. If Customer terminates any Spectrum connection service for which Customer has also attached the vSecurity Service then Customer shall be deemed to have terminated the corresponding vSecurity Service and Customer shall pay any applicable Termination Charges in accordance with the Service Agreement. In all cases, the vSecurity Service cannot be delivered unless connected to a Spectrum service and shall be considered terminated if there is no Spectrum connection service.



## Attachment G

### Wireless Internet Access Service

**Spectrum Wireless Internet Access Service:** Wireless Internet access service is a fixed-location data service, not a voice service that is implemented using 4G LTE Internet access technology (“WIA Service”). The network used to transmit the data services that support WIA Service is owned and operated by a licensed commercial mobile network operator(s) and not Spectrum (the “Third-Party Network”). WIA Service may not be available in all Spectrum service areas.

Spectrum offers two types of WIA Service: **Wireless Internet** and **Wireless Internet Backup**. Customer’s use of Wireless Internet and/or Wireless Internet Backup Service is subject to the following additional terms and conditions:

#### 1. **Wireless Internet:**

(a) **Plan Terms.** Wireless Internet is available in multiple service plans with either unlimited data usage per month or with a data allowance limit per month. For Wireless Internet ordered with unlimited data usage, Spectrum reserves the right to revise the wireless data rate of such service plan to 128Kbps when Customer has used 70GB of data within a single monthly billing cycle. At the start of the next billing cycle, the data usage and data speed will reset. For Wireless Internet ordered with a data allowance, once the data allowance is reached in a given monthly billing cycle, excess data charges may apply as outlined in Section 4 below.

(b) **Data Sharing; Excess Data Charges.** If Customer purchases more than one of the same Wireless Internet service plans (excluding unlimited plans), all such same service plans will participate within the same data pool (“Data Pool”). For example, if Customer purchases 3-1GB Wireless Internet service plans and 2-5GB Wireless Internet service plans, then Customer will have two separate Data Pools, a 1GB service plan Data Pool and a 5GB service plan Data Pool. The maximum Data Allowance for a Data Pool is calculated as the Wireless Internet service plan data allowance multiplied by the number of service plans. Any unused data in the maximum Data Allowance for a single service plan within the Data Pool is first applied to the overages for the service plan with the lowest overage need and then to the next lowest overage service plan until the maximum Data Allowance has been applied. If the total data usage is less than the maximum Data Allowance for the Data Pool, there is no excess usage charge. If, however, all of the service plans within the Data Pool collectively exceed the maximum Data Allowance, then Customer shall be subject to additional Service Charges with respect to the excess usage as stated on the applicable Service Order. Unused Data Allowance in a given billing cycle does not “roll over” to future billing cycles. Wireless Internet service unlimited service plans and Wireless Internet Backup services are not eligible for participation within a Data Pool.

#### 2. **Wireless Internet Backup:**

Wireless Internet Backup is a secondary Internet service and may have limited functionality during failover of the primary Internet service. Customer may only order Wireless Internet Backup with and for the same Order Term as a new or existing FIA Service (up to a maximum of 200 Mbps) provided by Spectrum, and not a third party provider, for the same Service Location, which service shall be cancelled if the FIA Service is terminated for any reason. The wireless data rate will not exceed 10 Mbps. Spectrum may terminate the Wireless Internet Backup Service if Spectrum determines, in its sole discretion, that: (a) Spectrum is unable to provide the Wireless Internet Backup at the requested Service Location; or (b) Customer is using the Wireless Internet Backup as a primary Internet service. Spectrum’s termination of the Wireless Internet Backup Service shall have no effect on the FIA Service, which Service Order will remain in effect.

3. **WIA Billing and Data Usage.** The Service Charges will be billed in the amounts stated on the applicable Service Order. Spectrum invoices for monthly recurring Service Charges, plus applicable taxes, fees, and surcharges, in advance on a monthly basis. All usage-based charges will be invoiced monthly in arrears. Except as set forth below with respect to data sharing, if a Service Order for Wireless Internet sets forth a maximum “Data Allowance” (defined below), then Customer shall be subject to the additional Service Charges with respect to such excess usage that is stated on the applicable Service Order. “Data Allowance” means the aggregate number of gigabytes of data that may be sent and received using the Wireless Internet services in a single monthly billing cycle under the applicable Wireless Internet service plan, rounded up to the nearest gigabyte.

4. **Service Quality.** Spectrum selects the Third-Party Network from multiple network operators for each Service Location. Customer acknowledges that (i) WIA Service may be unavailable if the wireless device used in providing WIA Service is not in range of a transmission site; and (ii) there are many factors that may impact availability and quality of WIA Service, including without limitation, network capacity, signal strength, terrain, trees, placement of buildings, environmental conditions, the characteristics of the physical wireless device and any device to which it is attached, government regulations,

maintenance, or other activities affecting service operations; (iii) service interruptions may occur as a result of acts of third parties that damage or impair the Third-Party Network or in connection with modifications, upgrades, relocations, repairs or other similar activities conducted by the Third-Party Network operator; and (iv) data delays and omissions may occur. Spectrum does not guarantee any bandwidth specifications and actual Internet upload and download speed, also known as throughput rate, may vary. The Third-Party Network operators may also suspend services from time-to-time. Customer waives all rights and claims against Spectrum and the Third-Party Network operators related to, or the result of, the unavailability OR QUALITY of WIA SERVICE AND/OR the Third-Party Network.

5. **Power Disruptions.** The WIA Service equipment is electrically powered and will not work in a power outage. Spectrum may supply Customer with a battery backup for use in the event of a power outage in connection with the Wireless Internet Backup service. WIRELESS INTERNET ACCESS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, WIRELESS INTERNET ACCESS SERVICES WILL NOT WORK.

**6. Acceptable Use Policy; Third Party Network Terms.**

(a) Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP"), found at [www.enterprise.spectrum.com](http://www.enterprise.spectrum.com) (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP. The AUP shall apply even though the traffic is delivered over a Third-Party Network.

(b) Customer shall not resell the WIA Service, either alone or as part of a solution, to end users. Customer must also comply with the applicable service terms and conditions and acceptable use and other policies of the Third-Party Network operators ("Third-Party Terms") found at:

AT&T Internet of Things Wireless Communications Service Guide  
[http://serviceguidenew.att.com/sq\\_flashPlayerPage/M2M](http://serviceguidenew.att.com/sq_flashPlayerPage/M2M)

Verizon ThingSpace Terms and Conditions  
<https://thingspace.verizon.com/legal/terms-and-conditions/>

The Third-Party Terms may be amended, revised, or supplemented from time to time in the Third-Party Network operator's sole discretion. Customer is solely responsible to verify the applicable Third-Party Terms, including any changes to such Third-Party Terms.

(c) To the extent that the Third-Party Terms or any acceptable use policy are inconsistent with the Spectrum Terms of Service or AUP, the Spectrum Terms of Service and AUP shall control.

7. **Security; Use Restrictions.** Customer shall take commercially reasonable security measures when using the WIA Service, and Customer assumes sole responsibility for use of the WIA Service and for access to and use of Customer Equipment used in connection with the WIA Service. If Customer Equipment is lost or stolen, Customer shall immediately notify Spectrum in writing so that Spectrum can suspend the WIA Service with respect to such Customer Equipment in order to prevent unauthorized use of the WIA Service. Until Spectrum receives Customer's notification, in a manner directed by Spectrum, of lost or stolen Customer Equipment, Spectrum is entitled to assume that any use of the WIA Service in connection with such device is authorized by Customer and Customer shall be responsible for any such use and associated charges. Customer shall not use WIA Services for any remote medical monitoring or any other activity that is subject to the Health Insurance Portability and Accountability Act. Due to regulatory requirements, Customer must obtain Spectrum's approval before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate WIA Services.

**8. Termination.**

(a) If Customer cancels a WIA Service, in addition to any applicable Termination Charges, Customer shall pay all Service Charges for the WIA Service through the end of the monthly billing period during which the WIA Service was cancelled, including charges for exceeding any data usage limitations that applied to a WIA Service plan, and applicable taxes and fees.

(b) When a line of service is terminated, Customer shall ensure that the Equipment that was activated on that line ("Terminated Equipment") does not register or attempt to register after such termination on the Third-Party Network on which the WIA Service had been provided. Spectrum shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or the Third-Party Network operator's then-current preferred roaming list designed to disable Terminated Equipment to prevent attempts to contact the Third-Party Network.

(c) Spectrum may terminate WIA Service immediately upon notice to Customer if Spectrum is no longer permitted by the Third-Party Network operator to provide WIA Service to its customers for any reason.

9. **NO THIRD-PARTY LIABILITY.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE THIRD-PARTY NETWORK OPERATORS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SPECTRUM OR ITS LICENSORS AND THE THIRD-PARTY NETWORK OPERATORS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT : (A) THE THIRD-PARTY NETWORK OPERATORS AND THEIR AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (B) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, (C) THE SERVICE IS A FIXED-LOCATION DATA SERVICE, NOT A VOICE SERVICE, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED, AND (D) THE THIRD-PARTY NETWORK OPERATORS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.

Enterprise Terms of Service v 200814  
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# City Council Agenda Report

ITEM NO. 21

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Kanika Kith, Planning Manager  
Debi Howell-Ardila, MHP, Contract Preservation Planner

**SUBJECT:** **Delisting 822 Orange Grove Place from the South Pasadena Inventory of Cultural Resources (Project No. 2321-COA/DEL)**

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## Recommendation

It is recommended that the City Council adopt a Resolution taking the following actions:

1. Find that 822 Orange Grove Place qualifies for removal from the Inventory of Cultural Resources pursuant to South Pasadena Municipal Code (SPMC) Section 2.64(a)(1)(B)(4); and
2. Remove 822 Orange Grove Place from the Inventory of Cultural Resources.

## Cultural Heritage Commission Review

On August 20, 2020, the Cultural Heritage Commission (CHC) reviewed the proposed delisting of 822 Orange Grove Place from the Inventory of Cultural Resources and determined that the property met SPMC Section 2.64(a)(1)(B)(4) criteria for removal of properties from the Inventory of Cultural Resources. The CHC voted 5-0 making the following recommendations to City Council:

1. Recommend the City Council make the findings pursuant to SPMC Section 2.64(a)(1)(B)(4) for removal of properties from the Inventory of Cultural Resources as provided in the Resolution, included as Attachment 1; and
2. Remove the property at 822 Orange Grove Place from the Inventory of Cultural Resources.

## Executive Summary

An application for removal of 822 Orange Grove Place from the Inventory of Cultural Resources was filed by the property owners. A Historic Resources Evaluation (HRE) report was prepared to evaluate the request and concluded that the property was not eligible for federal, state, or local listing, either individually or as a contributor to a historic district. On August 20, 2020, the CHC reviewed the application and voted 5-0 recommending removal of the property from the Inventory of Cultural Resources to City Council.

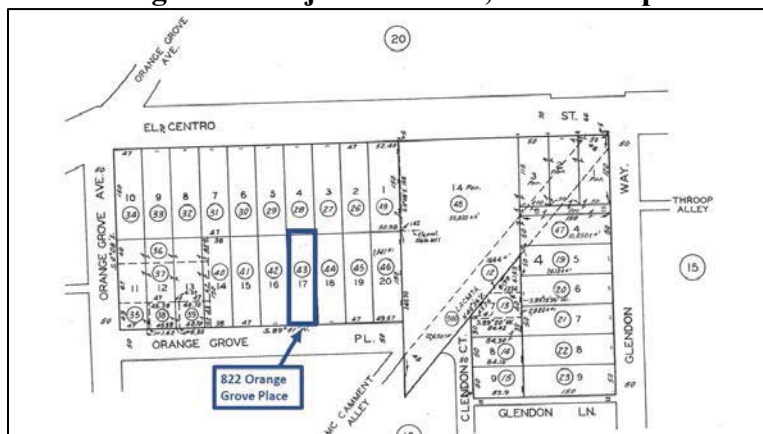
**Discussion/Analysis**

The property at 822 Orange Grove Place was constructed in 1922 and displays a Craftsman-influenced style. The subject property is included in the South Pasadena Inventory with a California Historic Resources (CHR) Status Code of “5S3” (all 5S3 codes were converted to a “6L” code, though with the same definition). This status code indicated that the property was not eligible for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), nor as a local landmark. In 2003, the CHR status code of 5S3 indicated that the property, while not eligible, may warrant “special consideration in local planning.” The subject property is not located in a designated or potential historic district.

In order to preserve and maintain neighborhood character, the City extends this special consideration in local planning by including 6L properties in its Inventory of Cultural Resources. Therefore, as a 6L property, the residence at 822 Orange Grove Place is included in the Inventory of Cultural Resources.

The location of the home and its façade are shown in **Figure 1** and **Figure 2** below.

**Figure 1: Project Location, Parcel Map**



**Figure 2: Façade overview**





### Historic Evaluation

A Historic Resources Evaluation (HRE) report was prepared by the City's contract preservation planner, Debi Howell-Ardila, MHP to evaluate the property. The HRE report included recent historic preservation planning documents and guidance not available at the time of the 2003 survey. The HRE report concluded that the property was not eligible for federal, state, or local listing, either individually or as a contributor to a historic district. In addition, though the 6L status helps the City maintain neighborhood character, the property was found ineligible for the 6L status that had originally placed it on the Inventory of Cultural Resources.

Based on literature review, research, and site inspections completed as part of the HRE report, the subject property does not appear eligible for the NRHP, CRHR, or as a local landmark in the City of South Pasadena. The recommended updated California Historic Resources Status Code for the subject property is 6Z (ineligible for federal, state, or local listing). Based on this finding, the property at 822 Orange Grove Place appears to qualify for removal from the Inventory of Cultural Resources.

A detailed analysis with findings was provided to the CHC in the staff report dated August 20, 2020. The CHC staff report and HRE report are included as **Attachment 2**.

### Criteria of Significance

A brief analysis and findings according to the NRHP, CRHR, and local criteria of significance are provided below.

#### *Criteria A/1/2 (Event)*

822 Orange Grove Place does not appear eligible for NRHP, CRHR, or local listing under Criteria A/1/2 (Event). The HRE report did not reveal associations with events that have made a significant contribution to the broad patterns of local, regional, state or national history or cultural heritage. Although 822 Orange Grove Place falls within the Context/Theme of 1920s Residential Growth, the property represents a single in-fill home within an eclectic neighborhood. The property does not reflect a significant housing development or tract, nor does it represent the work of a significant home builder or designer. The property does not meet the registration requirements described in the *South Pasadena Citywide Historic Context Statement*.

Therefore, the property does not appear eligible for listing under Criteria A/1, either individually or as a contributor to a district, nor does it appear to warrant special consideration in local planning under the criteria.

#### *Criteria B/2/3 (Person)*

822 Orange Grove Place does not appear individually eligible for NRHP, CRHR, or local listing under Criteria B/2/3 (Person). No information identified in the HRE report suggested that any of the former owners or residents of the home have a significant association with the city, region, state or nation. Research did not identify any other individual, either owner or resident, associated with the home who had this significance.

Therefore, the property does not appear eligible for listing under Criteria B/2/3, either individually or as a contributor to a historic district, nor does it appear to warrant special consideration in local planning under the criteria.

*Criteria C/3/4 (Architecture/Design)*

822 Orange Grove Place does not appear individually eligible for NRHP, CRHR, or local listing under Criteria C/3/4 (Architectural/Design). The property is a ubiquitous example of a modest Craftsman-style home. In the context of South Pasadena's Craftsman-style architecture, the home does not qualify as a distinctive or outstanding example of its style, nor is it the work of a master architect. South Pasadena is home to dozens of designated and eligible Craftsman-style buildings and historic districts, and the subject property is representative but not distinctive. While the home reflects some of the character-defining features of its style, the property does not represent outstanding architectural design nor does it meet the criteria for eligibility described in the South Pasadena Citywide Historic Context Statement.

The property does not appear NRHP, CRHR, or locally eligible for listing under Criteria C/3/4, either individually or as a contributor to an eligible historic district. Given its late date and ubiquity of its modest Craftsman style, the home also does not merit special consideration in local planning.

The property therefore does not qualify as a historical resource under CEQA and does not meet the criteria for inclusion on the South Pasadena Inventory of Cultural Resources.

*6L Status*

In light of the City's current preservation planning guidance and requirements, 822 Orange Grove Place does not appear to meet the eligibility for special consideration in local planning (CHR Status Code 6L). At the time of the City's 2001-2003 historic resources survey, comparative preservation planning studies and guidance were not yet available to assess properties within the City's context. Since that time, the City has commissioned a citywide historic context statement (2014) and an updated historic resources survey.

Based on the guidance provided in these documents, the property at 822 Orange Grove Place no longer appears to meet the requirements for 6L status. Given the property's late construction date (in the overall period of significance for Craftsman architecture in the City), the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout South Pasadena. It does not appear to meet the criteria for consideration in local planning, which is generally reserved for properties that might exhibit alterations but nonetheless represent a distinctive grouping of related properties, a distinctive era, architectural style, or building type in the City.

**Findings for Delisting a Property from the Inventory of Cultural Resources**

The Cultural Heritage Commission voted 5-0 recommending that the City Council make the following findings pursuant to SPMC Section 2.64(a)(1)(B)(4) for removal of properties from the Inventory of Cultural Resources:

- (A) *That the cultural resource lacks significance as defined under national, state, and local criteria for historical significance, or*

822 Orange Grove Place does not meet the significance criteria for designation on the NRHP, CRHR, or as a local landmark in the City of South Pasadena. In addition, the property does not meet the eligibility for special consideration in local planning (CHR Status Code 6L). Given the property's late construction date for Craftsman architecture in the City, the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout the City. The recommended updated California Historic Resources Status Code is 6Z (ineligible for federal, state, or local listing). The CoA complies with the requirements of SPMC 2.64 for delisting or removing a property from the Inventory of Cultural Resources.

- (B) *That the cultural resource has lost its historic integrity due to irreversible alterations.*

This provision of SPMC Section 2.64 does not apply to the property at 822 Orange Grove Place.

### **Environmental Analysis**

In accordance with the California Environmental Quality Act (CEQA), the removal of 822 Orange Grove Place from the Inventory of Cultural Resources is exempt from CEQA due to the determination that the property does not qualify as a historical resource pursuant to Public Resources Code Section 5024.1 and CEQA Guidelines Section 15064.5. The project qualifies for a Categorical Exemption under Section 15301, Class 1 Existing Facilities. The Class 1 exemption includes the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Per CEQA Guidelines Section 15301.1, this includes "[d]emolition and removal of individual small structures listed in this subdivision: (1) One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption." The property was determined ineligible as a historical resource through an intensive-level historic resources evaluation, and no historical resources would be affected by the project.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

There is no fiscal impact associated with delisting the property from the Inventory of Cultural Resources.

### **Public Notification of Agenda Item**

The public was made aware that this item by virtue of a public notice published in the *South Pasadena Review* on September 25, 2020, its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website, and individual property mailings to those within a 300-foot radius of the property.



**Attachments:**

1. Resolution
2. CHC staff report and attachments

**ATTACHMENT 1**  
Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
TO REMOVE 822 ORANGE GROVE PLACE FROM THE CITY OF  
SOUTH PASADENA INVENTORY OF CULTURAL RESOURCES**

**WHEREAS**, on March 17, 2020, the City received an application from the property owners of 822 Orange Grove Place (Assessor's Parcel Number 5315-019-043) to remove their property from the City of South Pasadena Inventory of Cultural Resources; and

**WHEREAS**, on July 29, 2020, the City completed a due-diligence Historic Resources Evaluation report of the property in order to establish the property's status and eligibility for the Inventory of Cultural Resources; and

**WHEREAS**, Section 2.64 of the South Pasadena Municipal Code (SPMC) Ordinance No. 2004 ("Cultural Heritage Ordinance") authorized the Cultural Heritage Commission ("the Commission") to recommend to the City Council the removal of properties from the Inventory of Cultural Resources; and

**WHEREAS**, on August 7, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with state law concerning the removal of 822 Orange Grove Place from the Inventory of Cultural Resources in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena Cultural Heritage Commission public hearing of August 20, 2020. In addition, on August 6, 2020, a public hearing notice was mailed to property owners within a 300-foot radius of the property, indicating the date and time of the public hearing at the Cultural Heritage Commission meeting for delisting the property; and

**WHEREAS**, on August 20, 2020, the Cultural Heritage Commission conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed removal of 822 Orange Grove Place from the Inventory of Cultural Resources and voted 5-0 recommending said removal of the property to the City Council; and

**WHEREAS**, on September 25, 2020, City of South Pasadena Planning and Building Department published a legal notice in compliance with state law concerning the removal of 822 Orange Grove Place from the Inventory of Cultural Resources in the *South Pasadena Review*, a local newspaper of general circulation, regarding the City of South Pasadena City Council on public hearing of October 7, 2020. In addition, on September 24, 2020, a public hearing notice was mailed to property owners within the proposed district and within a 300-foot radius of the property, indicating the date and time of the public hearing at the City Council meeting for delisting the property; and

**WHEREAS**, on October 7, 2020, the City Council conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed removal of 822 Orange Grove Place from the Inventory of Cultural Resources.

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

**SECTION 1. ENVIRONMENTAL REVIEW FINDINGS**

The City Council has determined that the proposed project, removal of 822 Orange Grove Place from the Inventory of Cultural Resources is exempt from the California Environmental Quality Act (CEQA) due to the determination that the property does not qualify as a historical resource pursuant to Public Resources Code Section 5024.1 and CEQA Guidelines Section 15064.5. The project is categorically exempt under Section 15301, Class 1 Existing Facilities. The Class 1 exemption includes the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Per CEQA Guidelines Section 15301.1, this includes "[d]emolition and removal of individual small structures listed in this subdivision: (1) One single-family residence. In urbanized areas, up to three single-family residences may be demolished under this exemption." The property was determined ineligible as a historical resource through an intensive-level historic resources evaluation, and no historical resources would be affected by the project.

**SECTION 2. DESIGNATION OF HISTORIC DISTRICT FINDINGS**

Based on the evidence presented at the public hearing, on the evidence contained in the City Council Staff Report, the Cultural Heritage Commission Staff Report and associated attachments, and other records of proceedings, the City Council considered the applicable criteria contained in the Cultural Heritage Ordinance and makes the following findings, pursuant to SPMC Section 2.64(a)(1)(B)(4) for removal of properties from the Inventory of Cultural Resources:

- (A) *That the cultural resource lacks significance as defined under national, state, and local criteria for historical significance, or*

822 Orange Grove Place does not meet the significance criteria for designation on the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), or as a local landmark in the City of South Pasadena. In addition, the property does not meet the eligibility for special consideration in local planning (CHR Status Code 6L). Given the property's late construction date for Craftsman architecture in the City, the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout the City. The recommended updated California Historic Resources Status Code is 6Z (ineligible for federal, state, or local listing).

- (B) *That the cultural resource has lost its historic integrity due to irreversible alterations.*

This provision of SPMC Section 2.64 does not apply to the property at 822 Orange Grove Place.

**SECTION 3. RECORD OF PROCEEDING**

The documents and other materials that constitute the record of the proceedings upon which the City Council’s decision is based, which include, but are not limited to, the environmental documents, staff reports, as well as all materials that support the staff reports for the proposed project, and are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

**SECTION 4. DETERMINATION**

Based on the aforementioned findings, the City Council hereby approves the removal of the property at 822 Orange Grove Place from the City of South Pasadena Inventory of Cultural Resources.

**SECTION 5. CERTIFICATION OF THE RESOLUTION**

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

**SECTION 6. FILING WITH THE COUNTY CLERK**

The City Council directs the City Clerk to file the appropriate designation with the office of the Los Angeles Registrar-Recorder/County Clerk.

**PASSED, APPROVED AND ADOPTED ON** this 7<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Robert Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 7<sup>th</sup> day of October 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Evelyn G. Zneimer, City Clerk  
(seal)

**ATTACHMENT 2**  
Cultural Heritage Commission Staff Report  
and Attachments



# Cultural Heritage Commission Agenda Report

ITEM NO. \_\_\_\_

**DATE:** August 20, 2020

**TO:** Chair and Members of the Cultural Heritage Commission

**FROM:** Joanna Hankamer, Director of Planning and Community Development  
Kanika Kith, Planning Manager

**PREPARED BY:** Debi Howell-Ardila, MHP, Contract Preservation Planner

**SUBJECT:** **Project No. 2321-COA/DEL** – Delisting a single-family residence from the South Pasadena Inventory of Cultural Resources (Assessor’s Parcel Number: 5315-019-043).

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## Recommendation

Recommend approval to the City Council for the “delisting” (removal) of 822 Orange Grove Place from the South Pasadena Inventory of Cultural Resources.

## Background/Overview

The existing historic residence is a 1,154-square-foot, single-story residence located at 822 Orange Grove Place (see **Figures 1-2**). The home displays a Craftsman-influenced style and was constructed in 1922. The home is not located in a designated or potential historic district.

During South Pasadena’s Phase II 2003 Citywide Survey, 822 Orange Grove Place was given a California Historic Resources (CHR) Status Code of “5S3.” This status code indicated that the property was not eligible for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), nor as a local landmark. The survey noted that the property “is reflective of a relatively common architectural style and building type in the city” and therefore was not eligible for designation, but that “as a relatively intact example of the style, the resource is eligible for special consideration in local planning.”<sup>1</sup> At the time, “special consideration in local planning” conferred a CHR code of “5S3.”

Several months after the City commissioned the Phase II Citywide Survey, all California Historic Resources Status Codes were updated and converted. As part of this change, all 5S3 codes were converted to a “6L” code, though with the same definition (“Determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning”).<sup>2</sup>

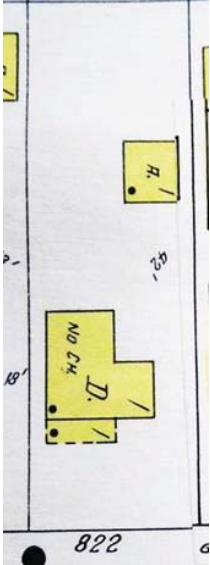
Because the South Pasadena Inventory of Cultural Resources includes “6L” properties, the residence is included in the Inventory of Cultural Resources. Property information is provided in **Table 1**.

<sup>1</sup> City of South Pasadena, Planning and Building Department. 1<sup>st</sup> July 2003. “Phase II 2003 Citywide Survey, Department of Parks and Recreation Form, 822 Orange Grove Place.” Prepared by Jan Ostashay and Peter Moruzzi, PCR Services Corporation, Santa Monica.

<sup>2</sup> For all code conversions and meanings, see California State Office of Historic Preservation, Department of Parks & Recreation. 2004. Technical Assistance Bulletin #8, “User’s Guide to the California Historical Resource Status Codes and Historic Resources Inventory Directory,” Sacramento, CA.



**Table 1: Historic Property Information**

<b>Year Built:</b> 1922 Residence	
<b>Historic Name:</b> N/A	
<b>Architectural Style:</b> Craftsman-influenced	
<b>National Register Status Code:</b> 5S3/6L*	
* The original 5S3 code was updated to 6L in 2003, with the same meaning (“Determined ineligible for local listing or designation through local government review process; may warrant special consideration in local planning.”)	

**Project Analysis**

As noted above, the subject property is included in the South Pasadena Inventory with a CHR Status Code of “6L” (not an eligible for federal, state, or local designation; not a qualifying historical resource but of may be of interest in local planning). The property is not located in an eligible or designated historic district or planning district. In accordance with the South Pasadena Cultural Heritage Ordinance, a due-diligence Historic Resources Evaluation (HRE) report was prepared by the City’s contract preservation planner to assess the subject property’s potential eligibility for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), as a South Pasadena Landmark, as well as its status as a “6L” property warranting special consideration in local planning.

*City of South Pasadena Inventory of Cultural Resources, 1991 and 2001-2003*

Completed in 1991 and 2001-2003, the Inventory of Cultural Resources was created through historic resource surveys. The goal was to ensure that cultural resources are recognized and proactively managed in the City’s planning process.

The subject property was included in the 2001-2003 survey and found ineligible for federal, state, or local listing (CHR Status Codes 1-5), but eligible for special consideration in local planning (CHR Status Code 6L). As noted in the Department of Parks and Recreation Form prepared as part of the survey:

“[A]lthough the dwelling incorporated some elements of the Craftsman style, its design and construction method, typical of Craftsman-influenced dwellings of similar vintage is South Pasadena, were neither distinctive nor representative enough to render the residence and important example of properties of its type.”<sup>3</sup>

*City of South Pasadena Historic Resources Survey, 2015/2016*

Completed from 2015 to 2016, the South Pasadena Historic Resources Survey provided an update to the Inventory of Cultural Resources. The project objective was applying the 2014 *South Pasadena Citywide*

<sup>3</sup> City of South Pasadena, Planning and Building Department. Department of Parks and Recreation Series 523 Form, 822 Orange Grove Place, South Pasadena, CA. On file with Rincon Consultants, Inc.

*Historic Context Statement* to refine and expand on previous survey results. At the conclusion of survey work, findings were consolidated in an updated Inventory of Cultural Resources. The survey also converted and updated CHR Status Codes for all properties on the Inventory of Cultural Resources.

The vicinity and neighborhood of the subject property were included in the Citywide survey; however, the subject property was not re-evaluated in the 2015/2016 survey. The previous 2001/2003 survey finding of “6L” was carried forward, with a recommendation for a subsequent intensive-level evaluation.

The evaluative framework provided in the 2014 *South Pasadena Citywide Historic Context Statement* was used for this assessment. At the time of the original 2001-2003 historic resource surveys, the City lacked a comparative, context-driven framework for completing assessments. Two contexts and themes from the *Citywide Historic Context Statement* apply to the subject property (each context/theme, along with the eligibility standards and integrity thresholds, are described in detail in the attached HRE Report):

1. Context: 1920s Growth (1920-1929)  
Theme: 1920s Residential Development (1920-1929)
2. Context: Architecture and Design  
Theme: Craftsman

Based on literature review, research, and site inspections, 822 Orange Grove Place does not appear eligible for the NRHP, CRHR, or as a local landmark in the City of South Pasadena. The following section describes these findings according to the NRHP, CRHR, and local criteria of significance.

#### *Criteria A/1/2 (Event)*

822 Orange Grove Place does not appear eligible for NRHP, CRHR, or local listing under Criteria A/1/2. Research completed for this study did not reveal associations with events that have made a significant contribution to the broad patterns of local, regional, state or national history or cultural heritage. Although 822 Orange Grove Place falls within the Context/Theme of 1920s Residential Growth, the property represents a single in-fill home within an eclectic neighborhood. The property does not reflect a significant housing development or tract, nor does it represent the work of a significant home builder or designer. The property does not meet the registration requirements described in the *South Pasadena Citywide Historic Context Statement*.

Therefore, the property does not appear eligible for listing under Criteria A/1, either individually or as a contributor to a district, nor does it appear to warrant special consideration in local planning under the criteria.

#### *Criteria B/2/3 (Person)*

822 Orange Grove Place does not appear individually eligible for NRHP, CRHR, or local listing under Criteria B/2/3. No information identified to date has suggested that any of the former owners or residents of the home have a significant association with the city, region, state or nation. Research has not identified any other individual, either owner or resident, associated with the home who had this significance.

Therefore, the property does not appear eligible for listing under Criteria B/2/3, either individually or as a contributor to a historic district, nor does it appear to warrant special consideration in local planning under the criteria.

*Criteria C/3/4 (Architecture/Design)*

822 Orange Grove Place does not appear individually eligible for NRHP, CRHR, or local listing under Criteria C/3/4. The property is a ubiquitous example of a modest Craftsman-style home. In the context of South Pasadena's Craftsman-style architecture, the home does not qualify as a distinctive or outstanding example of its style, nor is it the work of a master architect. South Pasadena is home to dozens of designated and eligible Craftsman-style buildings and historic districts, and the subject property is representative but not distinctive. While the home reflects some of the character-defining features of its style, the property does not represent outstanding architectural design nor does it meet the criteria for eligibility described in the South Pasadena Citywide Historic Context Statement.

The property does not appear NRHP, CRHR, or locally eligible for listing under Criteria C/3/4, either individually or as a contributor to an eligible historic district. Given its late date and ubiquity of its modest Craftsman style, the home also does not merit special consideration in local planning.

The property therefore does not qualify as a historical resource under CEQA and does not meet the criteria for inclusion on the South Pasadena Inventory of Cultural Resources.

*6L Status*

In light of the City's current preservation planning guidance and requirements, 822 Orange Grove Place does not appear to meet the eligibility for special consideration in local planning (CHR Status Code 6L). At the time of the City's 2001-2003 historic resources survey, comparative preservation planning studies and guidance were not yet available to assess properties within the City's context. Since that time, the City has commissioned a citywide historic context statement (2014) and an updated historic resources survey.

Based on the guidance provided in these documents, the property at 822 Orange Grove Place no longer appears to meet the requirements for 6L status. Given the property's late construction date (in the overall period of significance for Craftsman architecture in the City), the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout South Pasadena. It does not appear to meet the criteria for consideration in local planning, which is generally reserved for properties that might exhibit alterations but nonetheless represent a distinctive grouping of related properties, a distinctive era, architectural style, or building type in the City.

The recommended updated California Historic Resources Status Code is 6Z (ineligible for federal, state, or local listing).

Based on this finding, the property at 822 Orange Grove Place appears to qualify for removal from the Inventory of Cultural Resources.



Figure 1: Project Location, Parcel Map

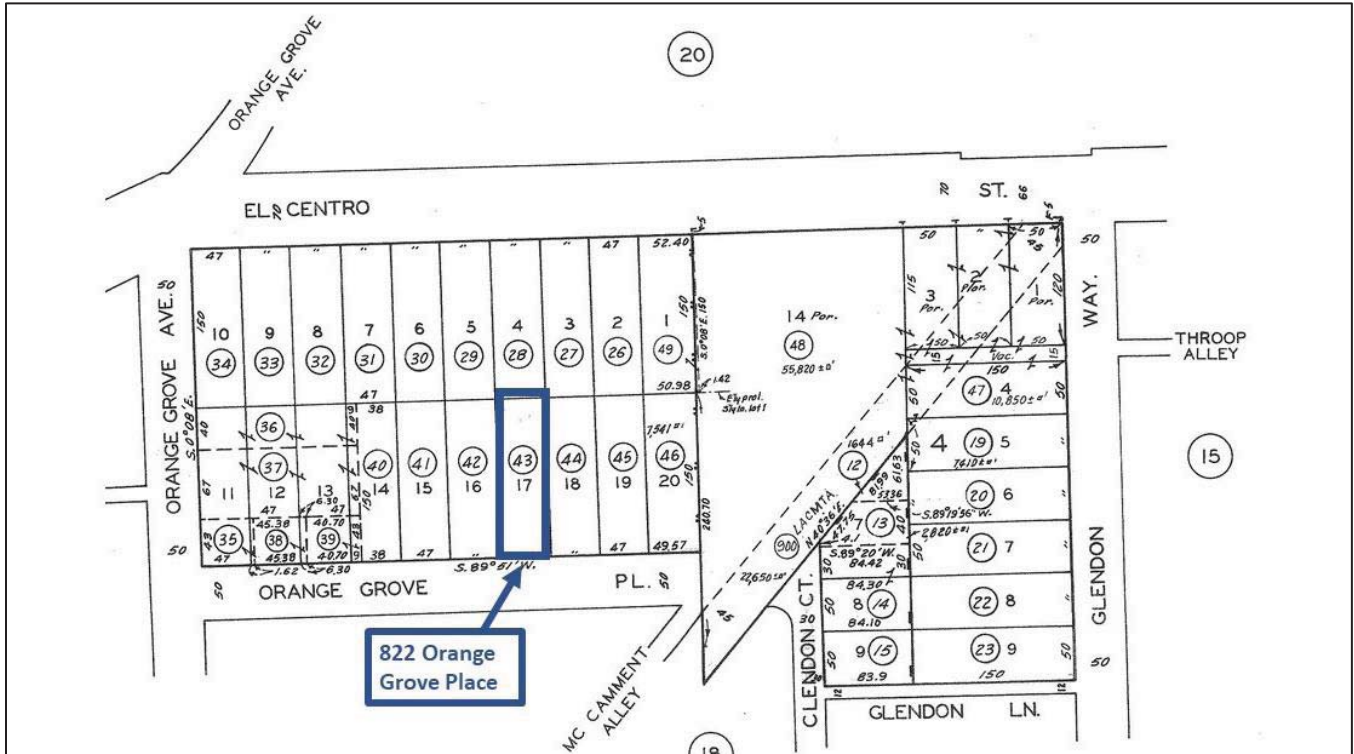


Figure 2: Façade overview



### **Municipal Code Requirements**

Per South Pasadena Municipal Code (SPMC) Section 2.64 (“Inventory of Cultural Resources”), the Inventory includes all properties found eligible for federal, state, or local designation. The Inventory also includes properties that are not eligible for designation but eligible for special consideration in local planning (the “6L” CHR Status Code).

In accordance with SPMC 2.64(a)(4), “De-Listing Property from the Inventory,” the Commission shall find that the property meets one of the following criteria:

- (A) That the cultural resource lacks significance as defined under national, state, and local criteria for historical significance; or
- (B) That the cultural resource has lost its historic integrity due to irreversible alterations.

If the Commission finds that the property meet one of the criterial above, the Commission shall make a recommendation to the City Council that the cultural resource be de-listed from the inventory. The City Council may, in its discretion, request further information from the applicant and hold an additional public hearing.

### **Findings for Delisting a Property from the Inventory of Cultural Resources**

Staff recommends that the Cultural Heritage Commission recommend that the City Council make the following findings pursuant to SPMC Section 2.64(a)(1)(B)(4) for removal of properties from the Inventory of Cultural Resources:

- (A) *That the cultural resource lacks significance as defined under national, state, and local criteria for historical significance, or*

822 Orange Grove Place does not meet the significance criteria for designation on the NRHP, CRHR, or as a local landmark in the City of South Pasadena. In addition, the property does not meet the eligibility for special consideration in local planning (CHR Status Code 6L). Given the property’s late construction date for Craftsman architecture in the City, the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout the City. The recommended updated California Historic Resources Status Code is 6Z (ineligible for federal, state, or local listing). The CoA complies with the requirements of SPMC 2.64 for delisting or removing a property from the Inventory of Cultural Resources.

- (B) *That the cultural resource has lost its historic integrity due to irreversible alterations.*

This provision of SPMC Section 2.64 does not apply to the property at 822 Orange Grove Place.

### **Next Steps**

The recommendation of the Commission will be presented to the City Council.

### **Fiscal Impact**

There is no fiscal impact associated with delisting the property from the Inventory of Cultural Resources.

**Environmental Analysis**

In accordance with the California Environmental Quality Act (CEQA), the removal of 822 Orange Grove Place from the Inventory of Cultural Resources is exempt from CEQA due to the determination that the property does not qualify as a historical resource pursuant to Public Resources Code Section 5024.1 and CEQA Guidelines Section 15064.5.

**Public Notification of Agenda Item**

The public was made aware that this item by virtue of a public notice published in the South Pasadena Review on August 7, 2020, its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website, and individual property mailings to those within a 300-foot radius of the property.

**Attachments:**

1. 822 Orange Grove Place HRE Report (July 2020)
2. Department of Parks and Recreation Series 523 Form, 822 Orange Grove Place

**ATTACHMENT 1**  
**Historic Resources Evaluation Report**





# Historic Resources Evaluation Report 822 Orange Grove Place, South Pasadena

Administrative Draft

*Prepared for:*

**City of South Pasadena, Planning & Building Department**

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**27 July 2020**



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# Executive Summary

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This Historic Resources Evaluation (HRE) Report was prepared by Rincon Consultants at the request of the City of South Pasadena Planning and Building Department (City) for the property at 822 Orange Grove Place (Assessor's Parcel Number 5315-019-043). Located adjacent to the Orange Grove Park on El Centro and Mission Streets, the subject property consists of a one-story residence constructed in 1922 and an accessory garage. This report was completed to provide the City with the analysis and substantial evidence required to facilitate compliance with the City of South Pasadena Municipal Code and the California Environmental Quality Act (CEQA).

## PROPOSED PROJECT:

The permit currently before the City involves a Certificate of Appropriateness (CoA) to “delist” (or remove) the subject property from the City’s Inventory of Cultural Resources (Inventory). Per South Pasadena Municipal Code Section 2.64 (“Inventory of Cultural Resources”), the Inventory includes all properties found eligible for federal, state, or local designation. The Inventory also includes properties that are not eligible for designation but **eligible for special consideration in local planning**, the equivalent of a “6L” California Historic Resources (CHR) Status Code:

‘South Pasadena Inventory of Cultural Resources’ or ‘Inventory’ means the official list of properties that are located within the City of South Pasadena including: landmarks and historic district properties designated by the city council pursuant to SPMC 2.63, properties listed on the California Register, and properties that are identified through the survey process pursuant to SPMC 2.64 and listed as being eligible for special consideration in local planning.

In contrast, the South Pasadena Register of Landmarks and Historic Districts includes all officially designated properties and historic districts.

## MUNICIPAL CODE REQUIREMENTS:

In accordance with Section 2.64(a)(4), “De-Listing Property from the Inventory,”

An owner of a property listed on the inventory of cultural resources may submit a written application to the commission requesting removal from the inventory. The application shall provide evidence and supporting documentation regarding the lack of historic significance of the cultural resource, including photographic evidence of its current condition, an evaluation by an architectural historian, and such further information as the commission may require. Written notice of such an application for de-listing and the time and place of a public hearing before the commission shall be provided to property owners within a 300-foot radius of the subject [property] not less than 10 days prior to the hearing. If the commission finds:

- (A) That the cultural resource lacks significance as defined under national, state, and local criteria for historical significance; or
- (B) That the cultural resource has lost its historic integrity due to irreversible alterations.

The commission shall make a recommendation to the city council that the cultural resource be de-listed from the inventory. The city council shall consider the recommendation and may, in its discretion, request further information from the applicant and hold an additional public hearing. The city council may, by resolution, determine that the cultural resource be de-listed from the inventory.

**CURRENT HISTORICAL RESOURCE STATUS:**

As noted above, the subject property is included in the South Pasadena Inventory with a CHR Status Code of “6L” (not an eligible for federal, state, or local designation; not a qualifying historical resource but of may be of interest in local planning). The property is not located in an eligible or designated historic district or planning district.

**METHODOLOGY:**

In accordance with the South Pasadena Cultural Heritage Ordinance, this HRE considered the subject property’s potential eligibility for the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), as a South Pasadena Landmark, in order to determine the historic resource status of the property pursuant to the California Environmental Quality Act (CEQA).

This report was completed by Debi Howell-Ardila, MHP, Senior Architectural Historian with Rincon Consultants, Inc. Ms. Howell-Ardila is a preservation professional with 15 years of experience; she is the former Vice Chair/Chair of the South Pasadena Cultural Heritage Commission.

Archives and collections consulted for this study included the South Pasadena Public Library and the combined collections of the historic Los Angeles Times, ProQuest Historical Newspapers, and the University of Southern California special collections. Census and voter registration records on file with Ancestry.com were also consulted. Records and previous studies on file with the South Pasadena Planning and Building Department were utilized as available. Previous studies commissioned by the City consulted for this evaluation include the 2014 *South Pasadena Citywide Historic Context Statement* and the 2015/2016 *South Pasadena Historic Resources Survey*.

**FINDINGS:**

Because the Inventory includes not only CHR Status Code 1-5 properties, but also 6L properties, this evaluation considered both. Based on literature review, research, and site inspections, 822 Orange Grove Place does not appear eligible for the NRHP, CRHR, or as a local landmark in the City of South Pasadena.

Research did not reveal that the property has an association with a significant pattern of development or event, or with an individual important in the history of the city, region, state, or nation. The property is not a distinguished or excellent example of its architectural style. The property has some of the character-defining features typical of a Craftsman-inspired home, but it represents a ubiquitous (and altered) example of the style. The property does not appear to be the work of a master, or an example of a rare building or construction type, or the last property type of its kind. It was constructed during one of the most prolific eras for residential expansion in South Pasadena, and therefore represents a very common house type and style.

Therefore, the subject property at 822 Orange Grove Place does not meet the eligibility criteria for the NRHP, CRHR, or as a local landmark, either individually or as part of a historic district. The property is not considered a historical resource pursuant to CEQA.

In addition, property does not appear to meet the eligibility for special consideration in local planning (CHR Status Code 6L). At the time of the City's 2001-2003 historic resources survey, comparative preservation planning studies and guidance were not yet available to assess properties within the City's context. Since that time, the City has commissioned a citywide historic context statement (2014) and an updated historic resources survey.

Based on the guidance provided in these documents, the property at 822 Orange Grove Place no longer appears to meet the requirements for 6L status. Given the property's late construction date (in the overall period of significance for Craftsman architecture in the City), the ubiquity of similar, more intact Craftsman homes, and the absence of a surrounding historic district or planning district, the property at 822 Orange Grove Place represents one of several hundreds of similar properties throughout South Pasadena. It does not appear to meet the criteria for consideration in local planning, which is generally reserved for properties that might exhibit alterations but nonetheless represent a distinctive grouping of related properties, a distinctive era, architectural style, or building type in the City.

The recommended updated California Historic Resources Status Code is 6Z (ineligible for federal, state, or local listing).

Based on this finding, the property at 822 Orange Grove Place appears to qualify for removal from the Inventory of Cultural Resources.

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# 1 Introduction

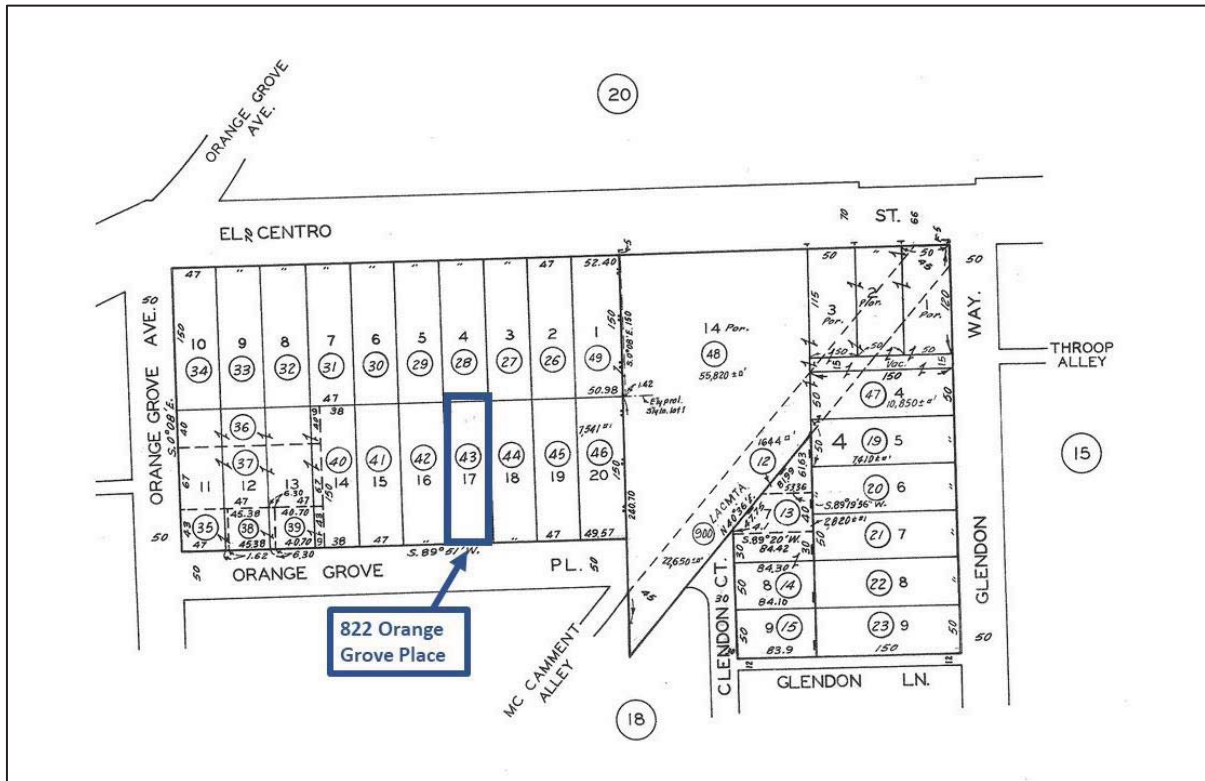
This HRER was commissioned by the City for the property located at 822 Orange Grove Place (Assessor’s Parcel Number 5315-019-043). Located adjacent to the Orange Grove Park on El Centro and Mission Streets, the subject property consists of a one-story residence constructed in 1922 along with a garage (Figure 1). The property is currently listed on the City’s Inventory of Cultural Resources (“Inventory”) with a California Historic Resources Status Code of “6L” (not eligible for federal, state, or local listing; may warrant special consideration in local planning).

The permit currently before the City involves a Certificate of Appropriateness (CoA) to “delist” (or remove) the property from the Inventory. Per South Pasadena Municipal Code Section 2.64 (“Inventory of Cultural Resources”), the Inventory includes:

landmarks and historic district properties designated by the city council pursuant to SPMC 2.63, properties listed on the California Register, and properties that are identified through the survey process pursuant to SPMC 2.64 and listed as **being eligible for special consideration in local planning**.

This evaluation provides the substantial evidence required for the City to make a determination of the historic resource status of the subject property and to facilitate compliance with the City of South Pasadena Municipal Code and the California Environmental Quality Act (CEQA).

**Figure 1 Subject property location, parcel map**



Source: Los Angeles County Tax Assessor Map, edited by Rincon

## **Previous Historic Resource Surveys and Inventories**

### City of South Pasadena Inventory of Cultural Resources, 1991 and 2001-2003

Completed in 1991 and 2001-2003, the South Pasadena Inventory of Cultural Resources was created to ensure that cultural resources are recognized and proactively managed in the City's planning process. The inventory includes all properties and historic districts eligible for local, state, or federal designation. It also includes properties designated on the NRHP and CRHR. The Inventory of Cultural Resources, which focused primarily on properties constructed up to 1945, was adopted by the South Pasadena City Council in 1994 and incorporated in Chapter 5, "Historic Preservation Element," of the City's General Plan. The 2001-2003 survey update was also incorporated in the Inventory and adopted by the City Council. All properties included on the Inventory of Cultural Resources qualify as historical resources pursuant to CEQA.

Rincon reviewed the City's 1991 and 2001-2003 survey results and Inventory of Cultural Resources. The vicinity and neighborhood of the subject property were included in the surveys. **The subject property was included in the 2001-2003 survey results;** it was found ineligible for federal, state, or local listing (CHR Status Codes 1-5), but eligible for special consideration in local planning (CHR Status Code 6L). As noted in the Department of Parks and Recreation Form prepared as part of the survey:

"[A]lthough the dwelling incorporated some elements of the Craftsman style, its design and construction method, typical of Craftsman-influenced dwellings of similar vintage is South Pasadena, were neither distinctive nor representative enough to render the residence and important example of properties of its type."<sup>1</sup>

### City of South Pasadena Historic Resources Survey, 2015/2016

Completed from 2015 to 2016, the South Pasadena Historic Resources Survey provided an update to the Inventory of Cultural Resources.<sup>2</sup> The project objective was applying the City's Multiple Property Documentation (MPD) format historic context statement to refine and expand on previous survey results. The 2015/2016 survey also included resources that were of-age but had never been evaluated—namely, recent past properties constructed between 1935 and 1972. Phase 1 examined the north-south corridor identified as the Area of Potential Effects for the Caltrans State Route 710 Environmental Impact Report.<sup>3</sup> Phase 2 of the survey included properties constructed between 1935 and 1972. Phase 3 re-surveyed properties on the Inventory of Cultural Resources. At the conclusion of survey work, findings were consolidated in an updated Inventory of Cultural Resources.

The vicinity and neighborhood of the subject property were included in the Citywide survey; however, the subject property **was not re-evaluated in the 2015/2016 survey**. Preliminary survey results assigned the CHR Status Code of "6Z." In the survey results ultimately approved by the CHC, however, the previous 2001/2003 survey finding of "6L" was carried forward, with a recommendation for a subsequent intensive-level evaluation.

<sup>1</sup> City of South Pasadena, Planning and Building Department. Department of Parks and Recreation Series 523 Form, 822 Orange Grove Place, South Pasadena, CA. On file with Rincon Consultants, Inc.

<sup>2</sup> Historic Resources Group. 20 June 2017. *Administrative Draft Report, City of South Pasadena Historic Resources Survey*. Prepared for: City of South Pasadena Planning and Building Department.

<sup>3</sup> State of California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority, Draft Environmental Impact Report/Environmental Impact Statement, Volume I and II, March 2015. LSA Associates, Inc. and California Department of Transportation, District 7.



### *South Pasadena Citywide Historic Context Statement, 2014*

The *South Pasadena Citywide Historic Context Statement* provides an MPD format framework for consistent and comparative evaluations. The historic context statement includes a chronology of the built environment history of the City, as well as detailed contexts and themes of significance and their associated property types. Registration requirements, including character-defining features and integrity thresholds, are used to evaluate properties and historic districts. The historic context statement includes extensive sections on themes of significance and architectural styles from the pre-World War II era in South Pasadena. These themes are applied in this evaluation in Section 5.

The subject property **is not included in the *South Pasadena Citywide Historic Context Statement*.**

## 2 Regulatory Framework

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### National Register of Historic Places

The National Register of Historic Places (NRHP) was established by the National Historic Preservation Act (NHPA) of 1966 as “an authoritative guide to be used by Federal, State, and local governments, private groups and citizens to identify the Nation’s cultural resources and to indicate what properties should be considered for protection from destruction or impairment” (CFR 36 CFR 60.2). The NRHP recognizes properties that are significant at the national, state, and local levels.

To be eligible for listing in the NRHP, a resource must be significant in American history, architecture, archaeology, engineering, or culture. A property is eligible for the NRHP if it is significant under one or more of the following criteria:

- Criterion A:** It is associated with events that have made a significant contribution to the broad patterns of our history;
- Criterion B:** It is associated with the lives of persons who are significant in our past;
- Criterion C:** It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; and/or
- Criterion D:** It has yielded, or may be likely to yield, information important in prehistory or history.

### Integrity

Integrity is the ability of a property to convey the reasons for its significance. To be listed in the NRHP, a property must not only be shown to be significant under the National Register criteria, but it also must retain historic integrity. The NRHP criteria recognize seven aspects or qualities that, considered together, define integrity. To retain historic integrity, a property will always possess several, and usually most, of the aspects. The seven aspects of integrity are location, design, setting, materials, workmanship, feeling, and association, defined as follows:

1. **Location:** the place where the historic property was constructed or where the historic event occurred.
2. **Design:** the combination of elements that create the form, plan, space, structure, and style of a property.
3. **Setting:** the physical environment of a historic property.
4. **Materials:** the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
5. **Workmanship:** the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
6. **Feeling:** a property’s expression of the aesthetic or historic sense of a particular period of time.
7. **Association:** the direct link between an important historic event or person and a historic property.

## California Register of Historical Resources

The CRHR is an inventory of significant architectural, archaeological, and historical resources in California. Resources can be listed in the CRHR through a number of methods. State Historical Landmarks and NRHP-listed properties are automatically listed in the CRHR. The CRHR criteria are closely based on those developed by the National Park Service for the NRHP. According to PRC Section 5024.1(c), a resource, either an individual property or a contributor to a historic district, may be listed in the CRHR if the State Historical Resources Commission determines that it meets one or more of the following criteria, which are modeled on NRHP criteria:

- Criterion 1:** It is associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage.
- Criterion 2:** It is associated with the lives of persons important in our past.
- Criterion 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.
- Criterion 4:** It has yielded, or may be likely to yield, information important in history or prehistory.

As with resources nominated to the NRHP, CRHR-nominated resources must retain enough of their historic character or appearance to convey the reasons for their significance. Resources whose historic integrity does not meet NRHP criteria may still be eligible for listing in the CRHR.

## City of South Pasadena Cultural Heritage Ordinance

Updated in 2017, the City’s Cultural Heritage Ordinance includes eligibility criteria for landmarks and historic districts. As codified in Ordinance Section 2.63B, buildings, structures, natural features, and historic districts are eligible for local designation if they meet any or all of the following:

1. Its character, interest or value as a part of the heritage of the community;
2. Its location as a site of a significant historic event;
3. Its identification with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;
4. Its exemplification of a particular architectural style of an era of history of the city;
5. Its exemplification of the best remaining architectural type in a neighborhood;
6. Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;
7. Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;
8. It is part of or related to a square, park or other distinctive area that should be developed or preserved according to a plan based on a historic cultural or architectural motif;
9. Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;
10. Its potential of yielding information of archaeological interest;
11. Its significance as a distinguishable neighborhood or area whose components may lack individual distinction.

### 3 Property Description and Site History

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This architectural description draws on a site inspection and literature review conducted by Rincon as well as a previous historic resources memo commissioned by the property owner in March 2020.

Located on the north side of Orange Grove Place, the subject property consists of a one-story single-family residence that was constructed in 1922 and expanded in stages in the late 1920s and 1940s. The home displays a modest Craftsman-influenced architectural style, with typical features including the low-pitched, nested gable roof with overhanging eaves and the use of horizontal wood siding on the exterior walls. The apexes of the roof gables are pierced with vents.

The home is roughly L-shaped in plan and capped with a low-pitched front- and side-gabled roof terminating in medium overhanging eaves trimmed with simple wood bargeboards. Centered on the principal wing of the façade, the entrance consists of a nonoriginal door, set within a simple wood frame, sheltered beneath a front-gabled patio roof. An open truss system accents the apex of the patio roof gable. Nonoriginal metal braces support the patio roof.

Flanking the entrance are a set of fixed wood-framed lights with simple wood surrounds and projecting sills. The entrance is accessed via a concrete walkway and porch. Extending east from the entrance is a nonoriginal addition, capped with a side-gable roof. The addition displays a one-over-one wood-frame window and rectangular aluminum-frame slider, both set within simple wood surrounds.

The west elevation mirrors the general design and materials of the façade; this side of the home is set close to the property line and is not visible in its entirety from the public right-of-way.

Similarly, the east elevation mirrors the design and materials seen on the façade, with wood-framed and aluminum-framed windows in a variety of configurations. A secondary entrance with a nonoriginal wood door with three-over-three lights is located on the northern portion of the east elevation. Throughout this expanse of the home, the exterior sheathing varies, with horizontal wood siding on the main (original) portion of the home, and a compatible wood shiplap siding on the rear addition. The rear elevation contains a sliding-glass door elevation on two wood steps and a one-over-one double-hung window.

Alterations include the removal and replacement of the original front-porch roof supports, the extension of the east and rear elevations, the addition of a low-wall of Hawaiian lava stone on the rear of the east elevation addition, and the removal and replacement of original windows.

The property has a shallow setback from the sidewalk, and a concrete driveway along the east portion of the site. The home is in fair condition and enhanced with mature trees and landscaping.

The following photographs document the existing conditions and setting of the subject property.



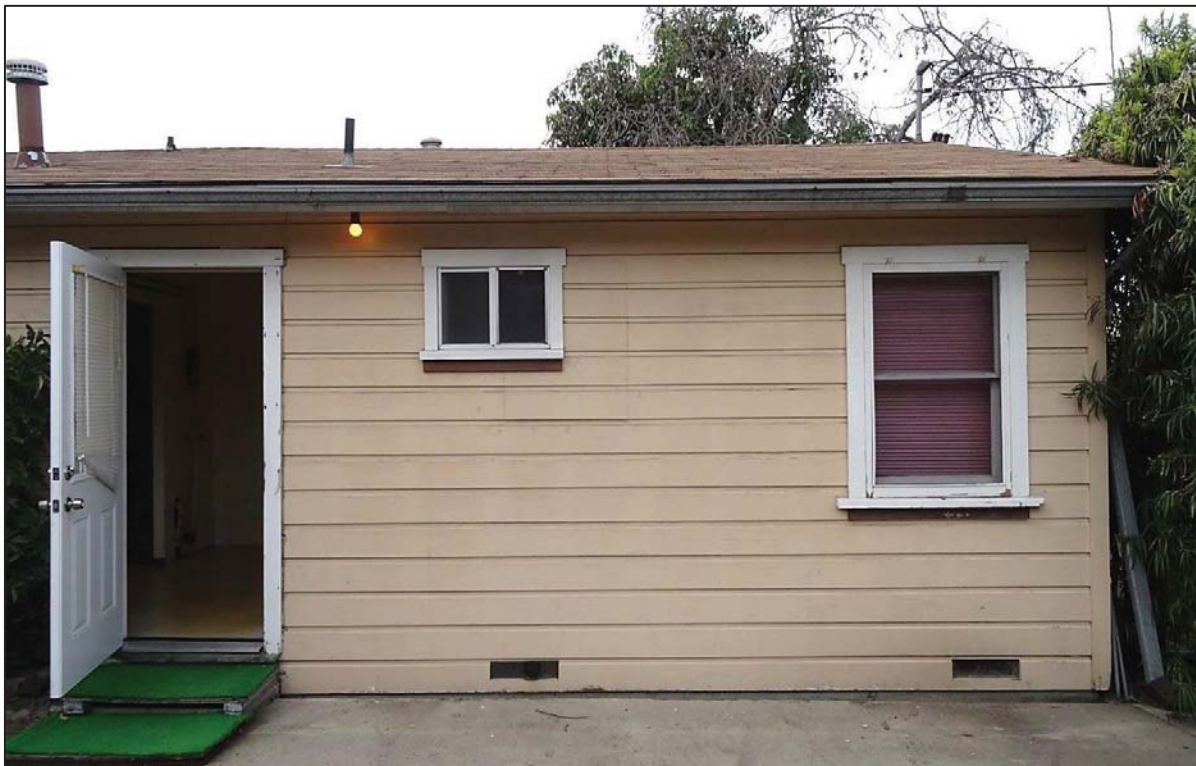
**Figure 2** South (façade) elevation, from the southwest (top) and southeast (bottom) perspective, showing addition to property



Source: City of South Pasadena, Planning and Building Department, 2020



**Figure 3 Overview of side (east) elevation, southern portion (top) and northern portion (bottom)**



Source: City of South Pasadena, Planning and Building Department, 2020

**Figure 4 Overview of rear elevation (top) and garage, constructed in 1982 (bottom)**



Source: City of South Pasadena, Planning and Building Department, 2020



### Overview of Construction Chronology

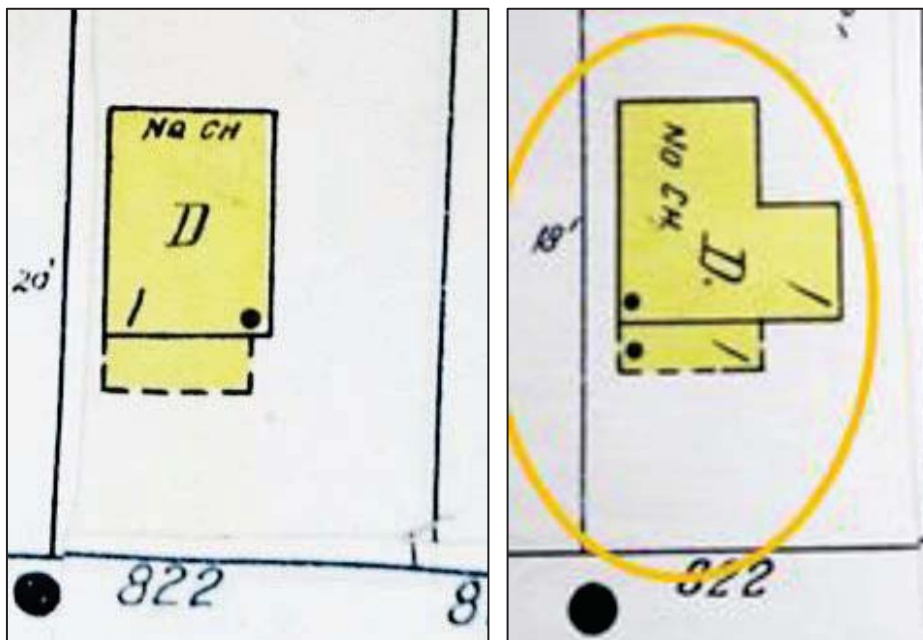
According to available building permits and other materials on file with the City, the subject property was constructed in 1922 at an estimated cost of \$1,000. In 1924, a garage was added that was subsequently demolished and replaced in 1982. In 1929, the façade was extended eastward with a one-room addition. The addition is marked by a side-gabled roof (rather than the nested front gables of the original home). In 1949, another addition was made to the home on the rear elevation. Table 1 provides an overview of the available building permits for the subject property.

**Table 1 Building Permits, 822 Orange Grove Place**

DATE	DESCRIPTION
1922	3-room residence constructed, \$1000
1923	Screen porch
1924	Garage constructed (14' x 18')
1925	Driveway added
1929	Addition of one room (east elevation addition)
1949	Addition of rear-elevation bedroom and bathroom
1982	Existing garage demolished, new garage built (540 sq.ft.)

Available Sanborn Fire Insurance Maps provide an overview of the home’s change between 1922, when it was constructed, and circa 1930 after it was expanded eastward.

**Figure 5 Sanborn Fire Insurance Map, ca. 1925 (left) and ca. 1930 (right)**



Source: City of South Pasadena Planning and Building Department



## Ownership History

The subject property was constructed for Albert E. Bollengier and his wife Alice. Born in France in circa 1892, Albert E. Bollengier Sr. lived in the home at 822 Orange Grove Place with his wife and their two sons, Albert Jr. and Alfred for over a decade. According to available City Directory records, Albert Sr. worked in a variety of jobs through the years – as a machinist at Minier Gas Heater (1926), a mail messenger (1928), and a mechanic at the Fix-It Shop (1930). By 1932, he had opened his own bicycle shop, Al's Bicycle and Repair Shop, on 1018 Mission Street in South Pasadena. The bike shop appears to have remained in business for only a few years; by 1936, it no longer appears in City Directories and Albert Sr. was listed as a mechanic. By the mid-1930s, the Bollengier children were still in the home, with Albert Jr. attending USC and Alfred attending South Pasadena High School.

The Bollengier family remained in the home until approximately 1937; by 1938, the home was owned and occupied by Irwin R. Cain and his wife Zora for several years. By 1940, Roy John Sutherland, a carpenter, and his wife Mildred had purchased the home. The Sutherlands owned and occupied the residence for more than two decades, until at least 1965. Throughout the years, their children James and William also resided in the home.

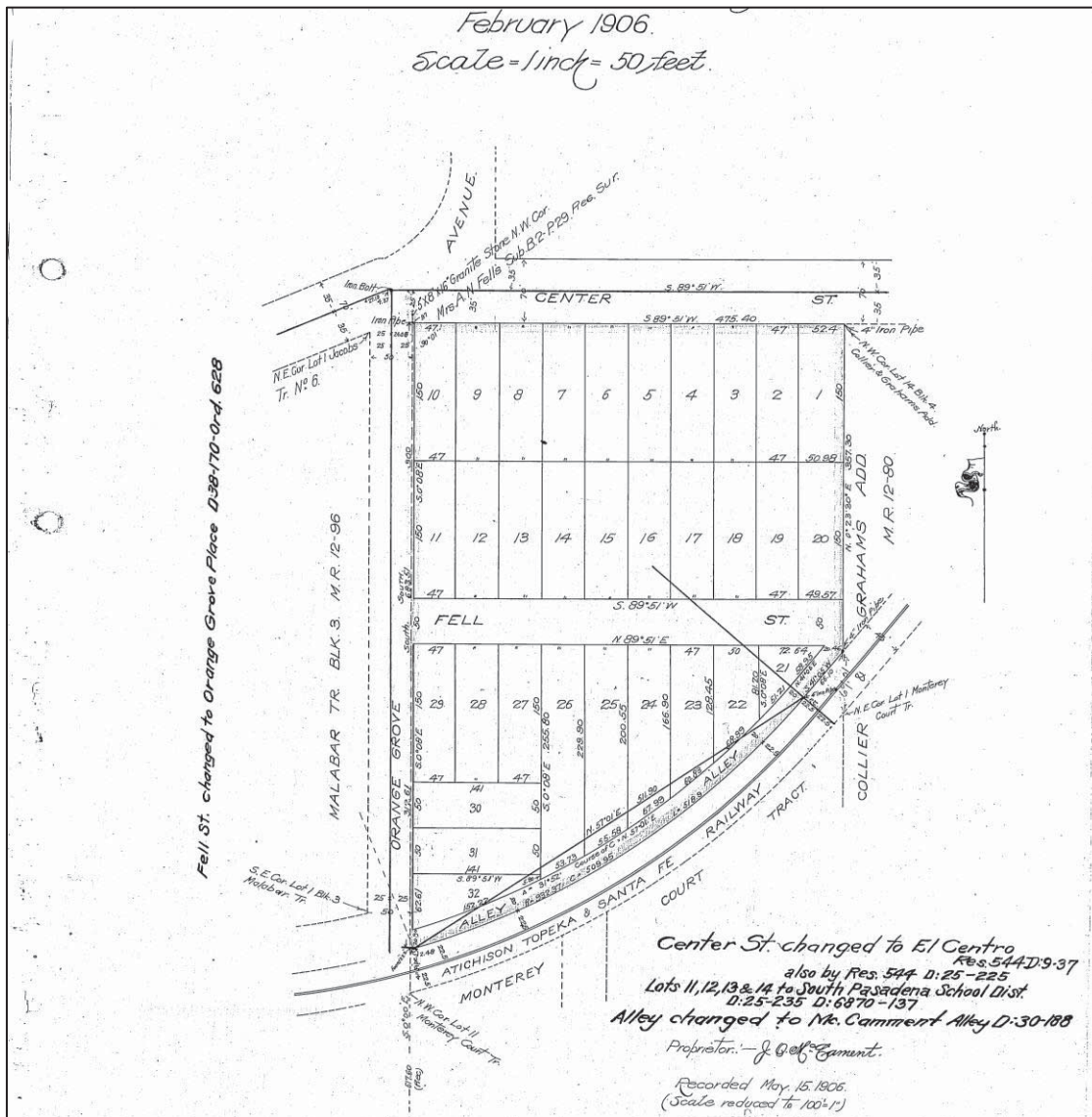
The home has since changed hands on a number of occasions.

## 4 Focused Neighborhood Context

The subject property is located in the McCament Tract in one of the City's earliest areas of settlement and commercial/residential construction. Subdivided in February 1906, the McCament Tract carved out roughly 30 modest-sized, rectangular parcels from the former lands of the San Gabriel Orange Growers Association and the Mrs. A.N. Fells Subdivision. At the time, present-day Orange Grove Place was named Fell Street for Mrs. Fells. Cutting a diagonal swath through the tract was the original line of the Atchison, Topeka, and Santa Fe Railway, which stopped at the nearby station located at Mission and Meridian.

This early proximity to the railway line and station, as well as South Pasadena's original commercial center and downtown, catalyzed subdivision and settlement.

**Figure 6 McCament Tract map, 1906, establishing the subject property's neighborhood; "Fell Street" is now Orange Grove Place**



Source: Los Angeles County Department of Engineering Tract Map Archives

Throughout downtown South Pasadena, early settlement owed much to the area's proximity to the emerging commercial corridors along Mission Street, just to the north, and the transportation corridors of Huntington Drive to the south and Fair Oaks Avenue to the west, both of which included Pacific Electric "Red Car" lines. Even so, new settlement and construction arrived gradually in the McCament Tract. With its close proximity to the railway line and South Pasadena's original commercial corridor, these lots would have been in competition with dozens of similar new tracts throughout the City, further from the railway line itself but still close to emerging amenities.

As noted above, the tract map establishing Orange Grove Place (originally Fell Street) was part of the 1906 McCament Tract; the present configuration retains a good number of the original lot sizes. At the time of the subdivision of the tract, South Pasadena was in a period of rapid growth. Between 1900 and 1910, for example, the City's population expanded more than fourfold, from 1,001 in 1900 to over 4,650 by 1910. This rate of growth made South Pasadena one of the four fastest growing cities in the state of California at the time.<sup>4</sup> The 1910 Sanborn map offers a noteworthy overview of the tract's gradual in-fill with modest-sized homes (Figure 7). As of 1910, only one of the lots on present-day Orange Grove Place had been developed.

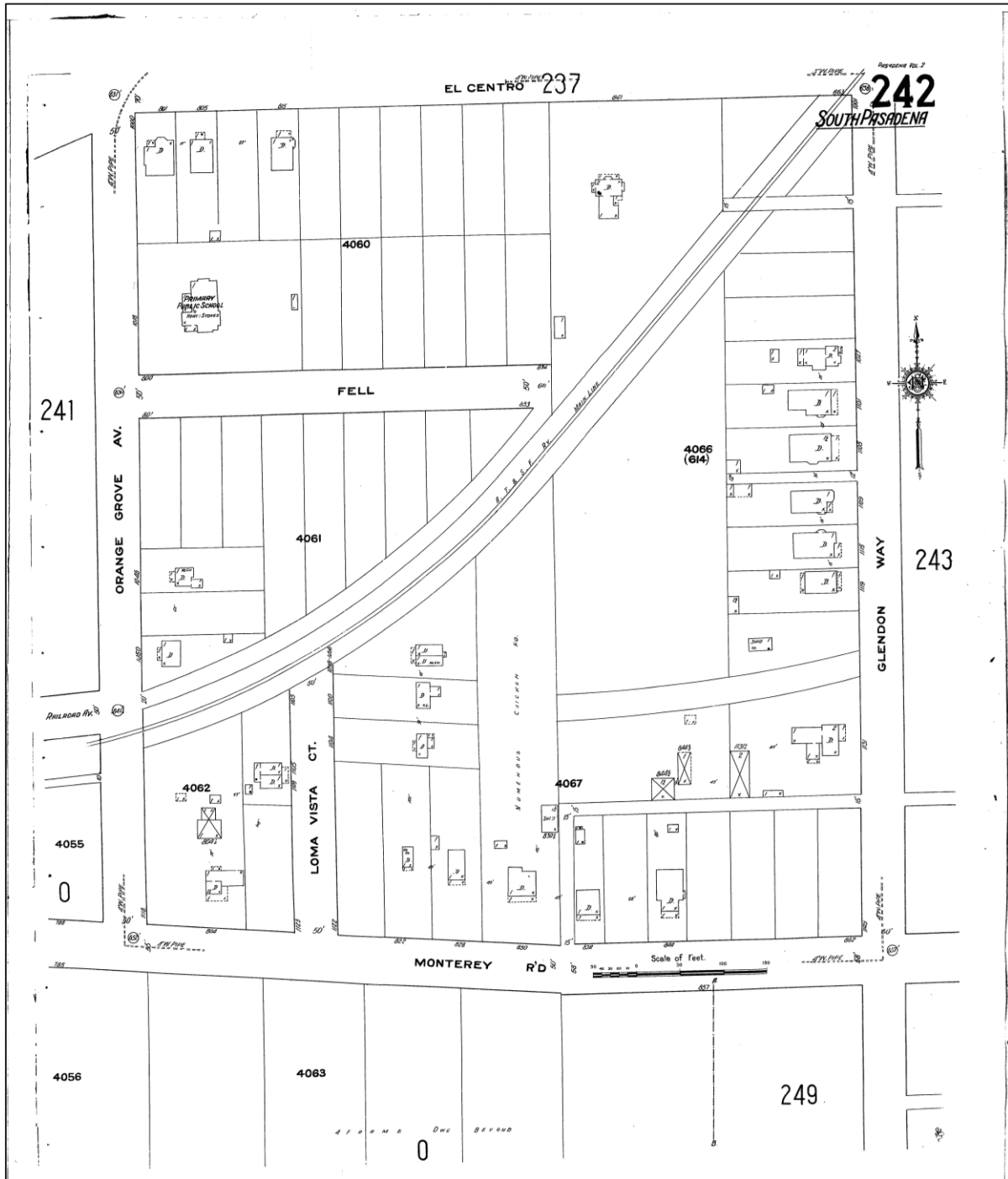
The subject property was constructed nearly two decades after establishment of the subdivision, during the boom of the 1920s. In 1922, as the home was built, the City was in the midst of a rapid expansion and population growth, which brought new residential, commercial, and institutional buildings. In the 1920s, South Pasadena's many established neighborhoods and tracts filled in with new construction, including hundreds of residences, typically in the period-revival styles that were most popular at the time. At this time, the Craftsman style was waning in popularity, to be replaced by the range of historicist styles – such as Spanish Colonial Revival, English/Tudor Revival, Mediterranean Revival, Colonial Revival, among others – that are still present in the City's many 1920s neighborhoods.

The expansion experienced during the booming 1920s transformed South Pasadena. On the level of Orange Grove Place, for example, comparing the 1910 and 1930 Sanborn Fire Insurance Maps shows how the roaring 1920s transformed this one small area. As of 1910, Orange Grove Place and the adjacent streets were relatively sparsely improved, with a small grouping of homes in varying configurations, setbacks, and stories. In contrast, as shown on the 1930 Sanborn Fire Insurance Map, new construction and settlement had expanded rapidly, with Orange Grove Place as well as adjacent areas already nearly built-out by the onset of the Great Depression (Figure 8). By 1930, South Pasadena's population stood at over 13,700 residents, a 13-fold increase in the opening quarter of the twentieth century.

In order to manage growth and accommodate the demand for housing, in 1923 the City adopted a comprehensive zoning ordinance that, among other things, allowed for the extension of commercial zoning along Fair Oaks Avenue and an increase in multifamily dwellings, including apartments, courtyard housing, and duplexes. By the postwar period, as shown on the 1950 Sanborn Fire Insurance Map, the neighborhood was largely built-out. In later years, with the continuing importance of Mission Street as a central transportation and commercial corridor, as well as the conversion of the former railway line to the Gold Line, this area of Orange Grove Place (and adjacent areas) has seen an increasing number of multifamily dwellings, including duplexes and condominiums, as well as some new construction. As of July 2020, a sizable new residential project is planned for El Centro Street, adjacent to the subject property to the north.

<sup>4</sup> City of South Pasadena, Planning and Building Department. 2015. *South Pasadena Citywide Historic Context Statement*. Prepared for the City of South Pasadena by Historic Resources Group, Pasadena, CA.

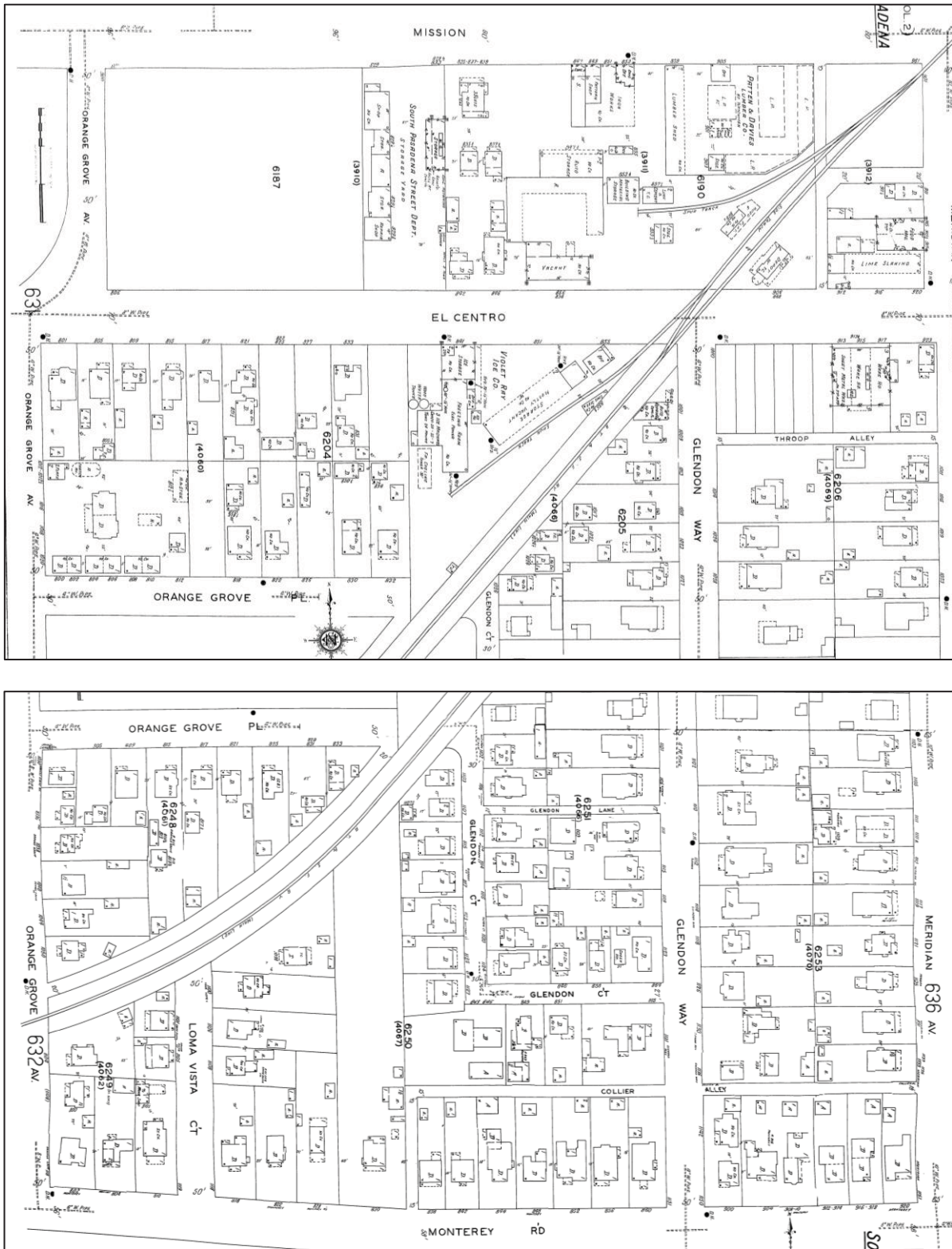
Figure 7 1910 Sanborn; four years after its establishment, the McCament Tract remained only sparsely improved; Orange Grove Place was originally named "Fell Street"



Source: Los Angeles County Department of Engineering Tract Map Archives

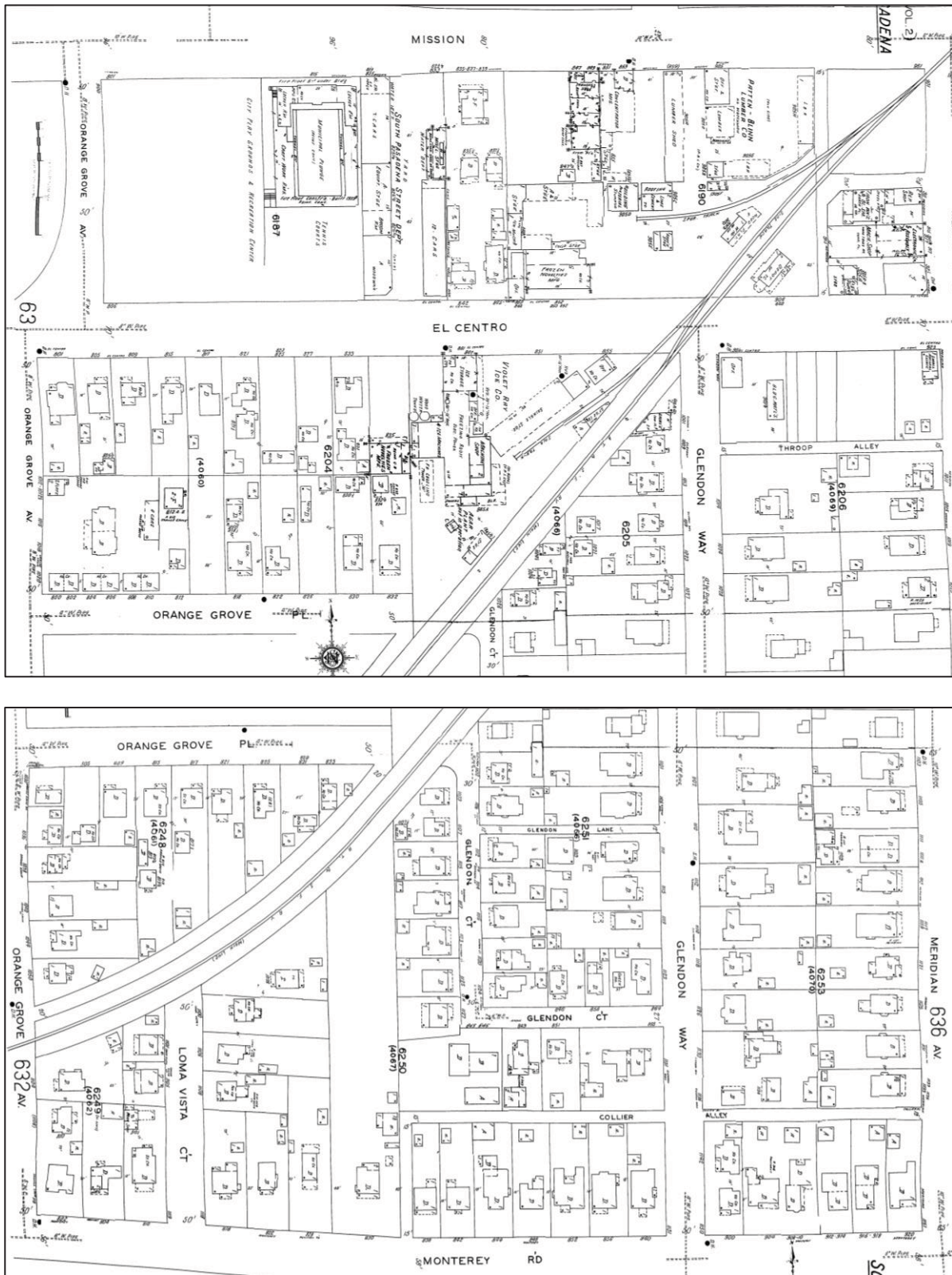


Figure 8 Sanborn Fire Insurance Maps, 1930, show the level of build-out in the neighborhood after the boom of the 1920s



Source: Los Angeles Public Library

Figure 9 Sanborn Fire Insurance Maps, 1950



Source: Los Angeles Public Library

## 5 Evaluation

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### Framework for Evaluation: *South Pasadena Citywide Historic Context Statement* Registration Requirements

As noted previously, the 2014 *South Pasadena Citywide Historic Context Statement* provides a consistent, comparative framework for historic resource surveys and evaluations in the City. This section describes the applicable contexts/themes for the subject property as established in the *Citywide Historic Context Statement*. Based on a review of the study, the following two contexts/themes are relevant for the subject property:

1. Context: 1920s Growth (1920-1929)
  - a. Theme: 1920s Residential Development (1920-1929)
2. Context: Architecture and Design
  - a. Theme: Craftsman

The theme descriptions and registration requirements for each category follow.

#### Context #1: 1920s Growth | Theme: 1920s Residential Development

According to the *Citywide Historic Context Statement*, “In South Pasadena, like other parts of Southern California, the 1920s represented a period of growth and prosperity. Between the end of World War I and the onset of the Great Depression, new residential and commercial properties were constructed, municipal and civic facilities were expanded, and significant institutions were founded.”<sup>5</sup> During this decade, “[r]esidential development from this period is primarily located in neighborhoods that were subdivided in earlier periods.”<sup>6</sup> In terms of locations and property types qualifying under this context/theme, “Single-family and multi-family residences in period revival styles popular in the 1920s were constructed throughout the City. The residential character established in the early 20<sup>th</sup> century continued during this era, and there remains a strong collection of residential neighborhoods with examples from this period. These neighborhoods are characterized by a mixture of architectural styles designed by both prominent architectural firms and local builders.”<sup>7</sup>

#### Eligibility Standards

A residential property from this period may be significant under this context/theme if it meets the following standards:

**A/1/2 (Event):** As an excellent example of residential development representing a known association with the growth of the City during this period. Residences may be eligible for their association with significant tracts established during this period. Multi-family residences from this period represent an important component of the City’s development that dates to this period. The City has a collection of the bungalow court property type that

<sup>5</sup> *South Pasadena Citywide Historic Context Statement*, p. 34.

<sup>6</sup> *South Pasadena Citywide Historic Context Statement*, p. 148.

<sup>7</sup> *South Pasadena Citywide Historic Context Statement*, p. 150.



was introduced in the early 20th century, which is an important and threatened low density housing type.

**B/2/3 (Person):** For its association with a significant person. Significant persons within this theme include members of the community who may have been influential in the development of South Pasadena during this period, or who gained significance within their profession.

**C/3/4 (Design):** An excellent example of a particular multi-family residential property type. South Pasadena retains significant examples of multi-family property types from this period of development.

**Local Criterion A (Community Character):** A property that has character, interest or value as a part of the heritage of the community.

In order to meet the registration requirements under this theme, a property must:

- date from the period of significance;
- represent important patterns and trends in residential development from this period, including single-family residential growth, and significant development of multi-family residences following the 1923 zoning ordinance;
- display most of the character-defining features of the property type or style; and
- retain the essential aspects of integrity.

The following are a few examples cited in the Citywide Historic Context Statement of properties reflecting the 1920s Growth/1920s Residential Development context and theme.

**Figure 1920s homes along Primrose Avenue (top left), Prospect Circle (top right), Pasadena Avenue apartments (bottom left), and Spruce Street (bottom right)**



Source: Citywide Historic Context Statement, 2014

## Integrity Thresholds

The following describes the essential aspects of integrity that properties would be expected to retain in order to qualify under the context/theme of 1920s Growth/1920s Residential Development:

In order to be eligible for listing at the federal, state, or local levels, a property must retain sufficient integrity to convey its historic significance under the 1920s Residential Development (1920-1929) theme. There were a large number of residential properties constructed during this period; therefore, eligible properties will have a high degree of physical integrity, with little to no alteration from their original design. South Pasadena has several intact neighborhoods from this period, which give the City a unique character.<sup>8</sup>

### Context #2: Architecture and Design | Theme: Craftsman

As stated in the 2014 *South Pasadena Citywide Historic Context Statement*,

Craftsman architecture grew out of the late-19th century English Arts and Crafts movement. A reaction against industrialization and the excesses of the Victorian era, the movement stressed simplicity of design, hand-craftsmanship, and the relationship of the building to the climate and landscape. Craftsman architecture developed in the first decade of the 20th century as an indigenous California version of the American Arts and Crafts movement, incorporating Southern California's unique qualities. Constructed primarily of stained wood, with wide overhanging eaves, balconies, and terraces extending the living space outdoors, the style embodied the goals of the Arts and Crafts movement.

The Craftsman bungalow dates from the early 1900s through the 1920s. The bungalow's simplicity of form, informal character, direct response to site, and extensive use of natural materials, particularly wood and stone, was a regional interpretation of the reforms espoused by the Arts and Crafts movement's founder, William Morris. Craftsman bungalows generally have rectangular or irregular plans, and are one to one-and-a-half stories tall. They have wood clapboard or shingle exteriors and a pronounced horizontal emphasis, with broad front porches, often composed with stone, clinker brick, or plastered porch piers. Other character-defining features include low-pitched front-facing gable roofs, and overhanging eaves with exposed rafter tails.

As opposed to smaller developer-built or prefabricated bungalows, two-story Craftsman houses were often commissioned for wealthy residents and designed specifically with the homeowner's needs and the physical site in mind. They generally feature a low-pitched gable roof, wide overhanging eaves with exposed rafter tails, and windows grouped in horizontal bands. A high-style Craftsman house is distinguished by the quality of the materials and complexity of design and may feature elaborate, custom-designed woodwork, stained glass, and other fixtures.

By World War I, the Craftsman style declined in popularity and was replaced by Period Revival styles. The Craftsman bungalow continued to be built into the 1920s,

<sup>8</sup> *Citywide Historic Context Statement*, p. 252.

but was often painted in lighter colors, stripped of its dark wood interiors, or blended with characteristics of various revival styles.<sup>9</sup>

## Eligibility Standards

As noted in the Citywide Historic Context Statement, an eligible Craftsman-style property would typically display the following character-defining features:

- Horizontal massing; low-pitched gable roof with rolled or composition shingle roofing
- Wide overhanging eaves with exposed rafter tails, outriggers, or knee braces
- Exterior walls clad in wood shingle, shake, or clapboard siding
- Projecting partial- or full-width, or wrap-around front porch; heavy porch piers, often of river stone or masonry
- Wood sash casement or double-hung windows, often grouped in multiples
- Wide front doors, often with a beveled light
- Wide, plain window and door surrounds, often with extended lintels
- Extensive use of natural materials (wood, brick or river stone)
- Detached garage at rear of property

In order to retain integrity and meet eligibility standards, acceptable alterations to a Craftsman-style property may include:

- Replacement of roofing material with compatible new roofing; asphalt composition shingles are generally not a compatible replacement for rolled roofing.
- Chemical removal of paint buildup on decorative wood features.
- Minor additions that ideally are not visible from the public right-of-way and do not alter the historic roofline; because of the asymmetrical character of the Craftsman style, visible additions may be acceptable if not located on the primary façade. Additions should be compatible in design with the original, and subordinate in size, scale, massing, and proportion.
- The replacement of some windows in original openings. Replacement windows where necessary should match the original in size, design, muntin pattern, profile, and material.
- Compatible additions to detached carriage house or garage.

Given the ubiquity of the style in South Pasadena, the *Citywide Historic Context Statement* includes a wide range of Craftsman-style residences that are distinctive, intact examples of the style: 1625 Bushnell Avenue, 1101 Stratford Street, 1311 Cheltenham Way, and 2046 Alpha Street. These homes are illustrated in the figures below.

<sup>9</sup> *Citywide Historic Context Statement*, p. 269.



**Figure 10 Examples of Craftsman-style residential design in South Pasadena**



Source: Citywide Historic Context Statement, 2014

The City of South Pasadena is home to dozens of Register- and Inventory-listed Craftsman-style historic districts and landmarks. In addition, the 2015/2016 *South Pasadena Historic Resources Survey* evaluated numerous properties and historic districts eligible under this context and theme. By way of comparison, several designated and eligible examples include:

- Rollin Street Craftsman Grouping
- Ramona Craftsman District
- Spruce Craftsman Cluster
- La France Craftsman District
- Marengo School Craftsman District
- Library Neighborhood Craftsman District
- Southwest Mission Craftsman District
- 1000 Block of Avon Street

**Figure 11 Examples of Designated/Eligible Craftsman properties and districts in South Pasadena, 1000 Block of Avon Street (top) and Garfield Park District (bottom)**



Source: Citywide Historic Context Statement, 2014

## Evaluation of Eligibility

### Criteria A/1/2 (Event)

822 Orange Grove Place **does not appear eligible for NRHP, CRHR, or local listing under Criteria A/1/2.** Research completed for this study did not reveal associations with events that have made a significant contribution to the broad patterns of local, regional, state or national history or cultural heritage.

Although 822 Orange Grove Place falls within the Context/Theme of 1920s Residential Growth, the property represents a single in-fill home within an eclectic neighborhood. The property does not reflect a significant housing development or tract, nor does it represent the work of a significant home builder or designer. The property does not meet the registration requirements described in the *South Pasadena Citywide Historic Context Statement*.

Therefore, the property does not appear eligible for listing under Criteria A/1, either individually or as a contributor to a district, nor does it appear to warrant special consideration in local planning under the criteria.

### Criteria B/2/3 (Person)

822 Orange Grove Place **does not appear individually eligible for NRHP, CRHR, or local listing under Criteria B/2/3.** No information identified to date has suggested that any of the former owners or residents of the home have a significant association with the city, region, state or nation. Research has not identified any other individual, either owner or resident, associated with the home who had this significance.

Therefore, the property does not appear eligible for listing under Criteria B/2/3, either individually or as a contributor to a historic district, nor does it appear to warrant special consideration in local planning under the criteria.

### Criteria C/3/4 (Architecture/Design)

822 Orange Grove Place **does not appear individually eligible for NRHP, CRHR, or local listing under Criteria C/3/4.** The property is a ubiquitous example of a modest Craftsman-style home.

In the context of South Pasadena's Craftsman-style architecture, the home does not qualify as a distinctive or outstanding example of its style, nor is it the work of a master architect. South Pasadena is home to dozens of designated and eligible Craftsman-style buildings and historic districts, and the subject property is representative but not distinctive. While the home reflects some of the character-defining features of its style, the property does not represent outstanding architectural design nor does it meet the criteria for eligibility described in the *South Pasadena Citywide Historic Context Statement*.

The property does not appear NRHP, CRHR, or locally eligible for listing under Criteria C/3/4, either individually or as a contributor to an eligible historic district.

Given its late date and ubiquity of its modest Craftsman style, the home also does not merit special consideration in local planning.

The property therefore does not qualify as a historical resource under CEQA and **does not meet the criteria for inclusion on the South Pasadena Inventory of Cultural Resources.**



## 6 Bibliography

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- City of South Pasadena City Directories (varied dates).
- Environmental Data Resources, Inc. (varied dates). Historic aerial photographs, Sanborn Fire Insurance Maps, historic topographic maps.
- Harris, Cyril M. 1998. *American Architecture: An Illustrated Encyclopedia* (New York: WW Norton).
- Historic Resources Group. 20 June 2017. *Administrative Draft Report, City of South Pasadena Historic Resources Survey*. Prepared for: City of South Pasadena Planning and Building Department.
- . 2014. *Final Administrative Report, South Pasadena Citywide Historic Context Statement*. Prepared for: City of South Pasadena Planning and Building Department.
- LSA Associates, Inc. 2015. State of California Department of Transportation and the Los Angeles County Metropolitan Transportation Authority, Draft Environmental Impact Report/Environmental Impact Statement, Volume I and II, March 2015. California Department of Transportation, District 7.
- McAlester, Virginia and Lee McAlester. 1984. *A Field Guide to American Houses* (New York: Alfred A. Knopf).
- McCoy, Esther. 1975 [1960]. *Five California Architects* (Santa Monica, CA: Hennessey + Ingalls).
- . 1975. "Arts and Architecture Case Study Houses." *Perspecta*, vol. 15: pp. 55-73.
- Morton, W. Brown III, Gary L. Hume, Kay D. Weeks, and H. Ward Jandl. 1992. *Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings* (Washington, D.C.: U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance Division).
- National Park Service, Department of the Interior. 1991. *National Register Bulletin 16A, How to Complete the National Register Registration Form* (Washington DC: National Register Branch).
- . 1990. *National Register Bulletin 15, How to Apply the National Register Criteria for Evaluation* (Washington DC: National Register Branch).
- Nelson, Lee H. 1982. *Preservation Brief 17: Architectural Character: Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character*. Heritage Preservation Services, National Park Service. (Washington, DC: Department of the Interior).
- Office of Historic Preservation. 1995. "Instructions for Recording Historical Resources" (Sacramento, CA: State Office of Historic Preservation).
- South Pasadena Planning and Building Department. Building permits.



Smith, Elizabeth A.T. 1989. *Blueprints for Modern Living: History and Legacy of the Case Study Houses* (Cambridge, MA: MIT Press).

Woodbridge, Sally B. 1980. "The California House." *The Wilson Quarterly*, vol. 4, no. 3 (summer 1980): pp. 83-91.

**ATTACHMENT 2**  
Phase II Citywide Survey, 2003,  
Department of Parks and Recreation Forms

Primary #  
HRI #  
Trinomial  
NRHP Status Code 553

# PRIMARY RECORD

Other Listings  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 3

Resource Name or #: (Assigned by recorder) 822 ORANGE GROVE PLACE

**P1. Other Identifier:**

**P2. Location:**  Not for Publication  Unrestricted a. County Los Angeles

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

b. USGS 7.5' Quad Date T ; R ; 1/4 of 1/4 of Sec ; B.M.

c. Address: 822 ORANGE GROVE PLACE City South Pasadena Zip 91030

d. UTM: (Give more than one for large and/or linear resources) Zone ; mE/ mN

e. Other Locational Data (e.g. Parcel #, directions to resource, elevation, etc., as appropriate)

Parcel No. 5315-019-043

**P3 Description:** (Describe resources and its major elements. Include design, materials, condition, alterations, size, and boundaries)

*This one-story vernacular Craftsman-style bungalow is capped by a low-pitched front gable roof and clad in shiplap siding with corner boards. Roof elements include overhanging eaves with some exposed rafter tails and a cornice. A projecting gabled entry porch is located on the primary (south) elevation. It features an open truss in the gable end supported by simple paired posts. Within the porch area is the front entrance, which consists of a paneled door with a wood surround flanked by large square picture windows. Other fenestration is mostly one-over-one double-hung sash with wood casings.*

**P3b. Resource Attributes:** (List attributes and codes) HP 2. Single family property

**P4. Resources Present:**  Building  Structure  Object  Site  District  Element of District  Other (isolates, etc.)



**P5b Description of Photo:**  
(View, date, accession #)

**P6. Date Constructed/Age and Sources:**  
 Prehistoric  Historic  Both  
1922

**P7. Owner Address:**  
Ronald F. Schwarz  
822 Orange Grove Pl  
South Pasadena CA 91030

**P8. Recorded by:**  
(Name, affiliation, and address)  
Jan Ostashev, Peter Moruzzi  
PCR Services Corp.  
233 Wishire Bl., Ste. 130  
Santa Monica, CA 90401

**P9. Date Recorded:** 7/11/2003

**P10. Survey Type:** (Describe)  
Intensive Level Survey

**B10 Significance (Continued)**

*or builder was identified with the resource. Although the dwelling incorporates some elements of the Craftsman architectural style (front-gabled roof, overhanging eaves, rafter tails, and Craftsman-like fenestration), its design and construction method, typical of Craftsman-influenced dwellings of similar vintage in South Pasadena, are neither distinctive nor representative enough to render the residence an important example of properties of its type. Therefore, the resource does not appear to be eligible for listing either in the National Register or California Register under any criteria. Further, this Craftsman-influenced dwelling is not eligible for separate listing or designation under the City of South Pasadena's Landmark ordinance because it is reflective of a relatively common architectural style and building type in the city. However, ~~21-55~~<sup>21-55a</sup> a relatively intact example of the style, the resource is eligible for special consideration in local planning.*



# City Council Agenda Report

ITEM NO. 22

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Lucy Demirjian, Assistant to the City Manager

**SUBJECT:** **Approval of Program Budget for Purchase of a Storage Area Network Unit, Network Servers and Devices**

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## **Recommendation**

It is recommended that the City Council:

1. Approve the program budget for the purchase of a Storage Area Network (SAN) unit, three servers, and assorted network devices and software; and
2. Waive purchasing requirements and authorize purchase utilizing co-operative purchasing agreements through the Western States Contracting Alliance (WSCA), the U.S. General Services Administration (GSA), and the National Intergovernmental Purchasing Alliance (NIPA) pursuant to South Pasadena Municipal Code (SPMC) Section 2.99-29(19); and
3. Authorize the City Manager to execute any documents necessary or appropriate to facilitate said purchases, for a not-to-exceed amount of \$112,000.

## **Analysis**

Staff has worked with the City's contract Information Technology (IT) firm, Acorn Technology Services (Acorn), to develop a plan and schedule to replace the City's IT infrastructure. Using server virtualization technology the City currently maintains (21) Virtual servers, and (5) Physical hosts. The last major upgrade to the physical servers was made in 2015 and they have surpassed their usable lifespan.

The COVID-19 Pandemic has also accelerated the need to replace servers as we quickly adapt to the evolving needs of the organization. In the last 6 months, there has been a significant shift to automate services, upgrade or introduce new software to meet the needs of the community and facilitate remote working capabilities for staff. As an example, the City is moving forward with an upgrade of the existing financial management system (Springbrook) and associated server to allow a greater level of access, automation and department accountability for tracking expenses, maintaining budgets, and submission of invoices electronically. This will allow for greater efficiencies through reduced manual labor with less human error.

## Purchase of Network Servers

October 7, 2020

Page 2 of 3

The proposed budget will allow for the purchase of virtualization infrastructure, including the SAN, physical servers, switches, power sources, and wireless access points, through a co-operative contract with Dell Marketing LP for total cost of \$111,528.

By continuing to use virtualization the City will be able to realize significant cost savings, given that the average server costs approximately \$8,500, before tax and shipping. In addition, the City will benefit from increased security, functionality, and redundancy with less downtime expected through the upgrade process.

### **Background**

In 2015, upon contracting with Acorn, the City identified IT goals promoting productivity and efficient service delivery. One aspect of the IT program improvement was the creation of a plan for the upgrade and replacement of aging IT hardware and software. A five-year replacement schedule was developed for individual desktop computers based on the age and condition of the equipment, the needs of the organization, and the anticipated program budget. For the current fiscal year, staff has planned for the replacement of the network servers.

Pursuant to SPMC Section 2.99-29(19), “the purchasing agent is empowered and authorized...to procure for the city supplies and equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the city.” The use of cooperative purchasing agreements maximizes cost savings and staff resources by sharing contracting and purchasing efforts with other government agencies. Utilizing cooperative purchasing agreements is advantageous to the City because it provides an opportunity for the City to obtain lower pricing through volume purchasing. The City has employed this method of purchasing for IT equipment successfully through WSCA, GSA, NIPA, and NASPO.

Utilizing Co-Operative Contract Number B27160 from WSCA, staff obtained quotes from Dell Marketing LP for a SAN system, including the SAN, physical servers, switches, power sources, and wireless access points. The cost for this package totals \$111,528.95, and quotes are good for 30 days.

Staff has selected Dell products for reasons of compatibility, cost, service, and reliability. The City already has multiple Dell devices such as a network server and switches that will continue to be used. By purchasing Dell products, we are ensuring greater compatibility with our current devices and, therefore, easier implementation.

Furthermore, Dell products come with a warranty for four-hour on-site same day support, a high level of support in the instance of network failures. This is necessary given that many of the applications and information housed on the network are critical to City services.

### **Next Steps**

Acorn will handle configuration and implementation of the system, scheduled to be completed prior to the close of the calendar year.

Staff is also working with Acorn to explore options for off-site data storage. Three of the decommissioned physical servers could potentially be repurposed for the City's future disaster recovery infrastructure. Alternately, staff will surplus the material in accordance with City policy.

**Fiscal Impact**

Since 2015, the IT Division has implemented a schedule for the replacement and upgrade of the city's network infrastructure. The Equipment Replacement account for Information Services, 105-3032-8530, has provided annual allocation of funding for system upgrades and replacement. Staff accounted for the purchase of the SAN unit in the proposed Fiscal Year (FY) 2020-21 Budget. Other special funds, such as water and sewer, will be used to offset a portion of the cost to upgrade the network servers as these are allowable administrative expenditures.

Staff will also seek reimbursement, wherever qualified, as the need to replace servers was accelerated by the pandemic and the enhanced software requirements necessary to continue services electronically.

**Legal Review**

The City Attorney has reviewed this item, all associated contracts under which the purchases will be made, invoices for purchase, and any associated warranties.

**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: List of Dell and CD-W Government Quotes



**Attachment:**

List of Dell and CD-W Government Quotes

List of Quotes for Dell					
Co-Up	Quote	QTY	Description	Per Cost	Subtotal
<b>City Hall &amp; PD Servers</b>					
NASPO	3000065766388.1.	3	Dell PowerEdge R640 Rack Mount Server, (2) 3.0GHz Intel Xeon Gold 5217 Processor, (8) 32GB RDIMM RAM, (2) 480GB SATA SSD Hard Drive, DVDRom Optical Drive, iDRAC9 Enterprise Management Card, PERC H730P RAID Controller, RAID Enabled, (2) 495 Watt Hot-Plug Power Supply, Sliding ReadyRails without Cable Management Arm, 3 Year ProSupport Next Business Day On-Site Warranty	\$ 8,482.32	\$ 25,446.96
<b>Network Switches</b>					
NASPO	3000065767121.1.	2	Dell Networking N1524 Switch, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC. Limited Lifetime Warranty. 5 Year ProSupport Next Business Day On-Site Warranty.	\$ 1,452.73	\$ 2,905.46
NASPO	3000066829202.1.	1	Dell EMC SCv3000 3Ux16 Drive Storage Array Unit, (10) 10TB 12GbRPM SAS Drives, (6) 1.92TB 12Gb Hybrid SAS Drives, 1378W Redundant Power Supplies, Static Rack Rails 3-Year ProSupport 4 Hour Mission Critical On-Site Warranty. Includes Storage Optimization Bundle Software with 3-Year ProSupport for Software, Storage Optimization	\$ 36,853.65	\$ 36,853.65
NASPO	3000066829202.1.	1	Dell EMC Switch S4112F-ON, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10, 3-Year ProSupport Next Business Day On-Site Warranty. Dell Networking Dual Tray.	\$ 4,815.17	\$ 4,815.17
NASPO	3000066829202.1.	1	Dell EMC Switch S4112F-ON, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10, 3-Year ProSupport Next Business Day On-Site Warranty. NO Networking Dual Tray.	\$ 4,729.91	\$ 4,729.91
<b>Network Infrastructure (City Hall)</b>					
NASPO	3000065768614.1.	1	SonicWall NSA 3650 Advanced Edition Security Appliance, 1-Year TotalSecure License	\$ 5,745.60	\$ 5,745.60
NASPO	3000065768614.1.	1	SonicWall NSA 3650 High Availability Unit	\$ 2,240.00	\$ 2,240.00
NASPO	3000065768614.1.	1	Stateful High Availability License for NSA 3650 Model	\$ 636.00	\$ 636.00
				8.75% Tax	\$ 7,295.12
					\$ 90,667.87

List of Quotes for CDW Government					
<b>NAS Unit (City Hall)</b>					
CDWG	LPCP585	1	Qnap TS-877XU-RP-2600-8G-US QNAP 2U 8-Bay Rackmount NAS/ISCSI IP-SAN	\$ 3,648.00	\$ 3,648.00
CDWG	LPCP585	1	QNAP Rack Mount Rail Kit, RAIL-B02	\$ 85.28	\$ 85.28
CDWG	LPCP585	9	Seagate 4TB IronWolf NAS SATA Hard Drive 6Gb/s 256MB Cache 3.5-Inch Internal Hard Drive for NAS Servers, Personal Cloud Storage	\$ 99.22	\$ 892.98
CDWG	LPCP585	2	APC Network UPS, 3000VA Smart-UPS Sine Wave UPS with Extended Run Option, SMX3000RLV2UNC, Network Management Card, 2U Rackmount/Tower Convertible, Line-Interactive, 120V	\$ 2,030.75	\$ 4,061.50
<b>Wireless (Senior Center)</b>					
CDWG	LPCP585	3	Ubiquiti UniFi nanoHD Compact 802.11ac Wave2 MU-MIMO Enterprise Access Point ( UAP-NANOHD-US)	\$ 164.95	\$ 494.85
ACORN		1	Miscellaneous Materials and Equipment (Customer to be charged real costs only)	\$ 10,000.00	\$ 10,000.00
				8.75% Tax	\$ 1,678.48
					\$ 20,861.09
<b>Totals:</b>					<b>\$ 111,528.95</b>



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000065766388.1</b>	Sales Rep	Dustin Dillard
<b>Total</b>	<b>\$27,475.53</b>	Phone	(800) 456-3355, 5133829
Customer #	9010908	Email	Dustin_Dillard@DELL.com
Quoted On	Jul. 28, 2020	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Aug. 27, 2020		CITY OF SOUTH PASADENA
			1414 MISSION ST
			FINANCE DEPT
			SOUTH PASADENA, CA 91030-
			3214

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Dustin Dillard

### Shipping Group

Shipping To	Shipping Method
RACHEL HEMOND CITY OF SOUTH PASADENA 1960 CHICAGO AVE STE E9 RIVERSIDE, CA 92507-2312 (951) 784-3500	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R640	\$8,482.32	3	\$25,446.96

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<b>Subtotal:</b>	<b>\$25,446.96</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$2,263.32</b>
<b>Taxable Amount:</b>	<b>\$23,183.64</b>
<b>Estimated Tax:</b>	<b>\$2,028.57</b>
<hr/>	
<b>Total:</b>	<b>\$27,475.53</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

RACHEL HEMOND  
CITY OF SOUTH PASADENA  
1960 CHICAGO AVE STE E9  
RIVERSIDE, CA 92507-2312  
(951) 784-3500

### Shipping Method

Standard Delivery

<b>PowerEdge R640</b>	<b>\$8,482.32</b>	<b>Qty</b> <b>3</b>	<b>Subtotal</b> <b>\$25,446.96</b>
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Estimated delivery if purchased today:

Aug. 11, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R640 Server	210-AKWU	-	3	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	3	-
No Trusted Platform Module	461-AADZ	-	3	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	3	-
PowerEdge R640 Shipping	340-BKNE	-	3	-
PowerEdge R640 x8 Drive Shipping Material	340-COPS	-	3	-
PowerEdge R640 CE, CCC, BIS Marking	389-DSVE	-	3	-
Intel Xeon Gold 5217 3.0G, 8C/16T, 10.4GT/s, 11M Cache, Turbo, HT (115W) DDR4-2666	338-BSDT	-	3	-
Intel Xeon Gold 5217 3.0G, 8C/16T, 10.4GT/s, 11M Cache, Turbo, HT (115W) DDR4-2666	338-BSDT	-	3	-
Additional Processor Selected	379-BDCO	-	3	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	3	-
Standard 1U Heatsink	412-AAIQ	-	3	-
Standard 1U Heatsink	412-AAIQ	-	3	-
2933MT/s RDIMMs	370-AEPP	-	3	-
Performance Optimized	370-AAIP	-	3	-
Unconfigured RAID	780-BCDS	-	3	-
PERC H730P RAID Controller, 2GB NV Cache, Mini card	405-AANT	-	3	-
No Operating System	619-ABVR	-	3	-
No Media Required	421-5736	-	3	-
iDRAC9,Enterprise	385-BBKT	-	3	-
iDRAC Group Manager, Enabled	379-BCQV	-	3	-
iDRAC,Factory Generated Password	379-BCSF	-	3	-
Riser Config 4, 2x16 LP	330-BBGY	-	3	-
Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T rNDC	540-BBUL	-	3	-
DVD ROM, SATA, Internal	429-ABBE	-	3	-
8 Standard Fans for R640	384-BBQJ	-	3	-
Dual, Hot-plug, Redundant Power Supply (1+1), 495W	450-ADWQ	-	3	-
Standard Bezel	325-BCHH	-	3	-

Dell EMC Luggage Tag	350-BBJS	-	3	-
No Quick Sync	350-BBKB	-	3	-
Power Saving Dell Active Power Controller	750-AABF	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
Energy Star	387-BBMK	-	3	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
US Order	332-1286	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	3	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	813-9262	-	3	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-9274	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	3	-
On-Site Installation Declined	900-9997	-	3	-
32GB RDIMM, 2933MT/s, Dual Rank	370-AEQH	-	24	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 876 TBW	400-AXTV	-	6	-
Intel X710 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	555-BCKN	-	3	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	6	-

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<b>Subtotal:</b>	<b>\$25,446.96</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$2,028.57</b>
<hr/>	
<b>Total:</b>	<b>\$27,475.53</b>

## Important Notes

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**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000065767121.1</b>	Sales Rep	Dustin Dillard
<b>Total</b>	<b>\$3,095.08</b>	Phone	(800) 456-3355, 5133829
Customer #	9010908	Email	Dustin_Dillard@DELL.com
Quoted On	Jul. 28, 2020	<b>Billing To</b>	ACCOUNTS PAYABLE
Expires by	Aug. 27, 2020		CITY OF SOUTH PASADENA
			1414 MISSION ST
			FINANCE DEPT
			SOUTH PASADENA, CA 91030-3214

### Message from your Sales Rep

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Regards,  
Dustin Dillard

### Shipping Group

Shipping To	Shipping Method
RACHEL HEMOND CITY OF SOUTH PASADENA 1960 CHICAGO AVE STE E9 RIVERSIDE, CA 92507-2312 (951) 784-3500	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Networking N1500 Series Switches	\$1,452.73	2	\$2,905.46

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<b>Subtotal:</b>	<b>\$2,905.46</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$738.44</b>
<b>Taxable Amount:</b>	<b>\$2,167.02</b>
<b>Estimated Tax:</b>	<b>\$189.62</b>
<hr/>	
<b>Total:</b>	<b>\$3,095.08</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

RACHEL HEMOND  
CITY OF SOUTH PASADENA  
1960 CHICAGO AVE STE E9  
RIVERSIDE, CA 92507-2312  
(951) 784-3500

### Shipping Method

Standard Delivery

<b>Dell Networking N1500 Series Switches</b>	<b>\$1,452.73</b>	<b>Qty</b> <b>2</b>	<b>Subtotal</b> <b>\$2,905.46</b>
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Estimated delivery if purchased today:

Aug. 11, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell Networking N1524, 24x 1GbE + 4x 10GbE SFP+ fixed ports, Stacking, IO to PSU airflow, AC	210-ASNF	-	2	-
Dell Networking N1500 Series User Guide	343-BBEG	-	2	-
Dell Education Services - Dell Campus Networking - No Training Selected	975-2188	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty Initial Year	803-4137	-	2	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	803-4161	-	2	-
Dell Hardware Limited Warranty Extended Year(s)	803-4170	-	2	-
SW Warranty, Network Software ,90 Day and 60 days media	803-4246	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	803-4247	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended	803-4284	-	2	-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	803-4285	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
On-Site Installation Declined	900-9997	-	2	-
Declined Remote Consulting Service	973-2426	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	2	-

<b>Subtotal:</b>	<b>\$2,905.46</b>
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<b>Quote No.</b>	<b>3000065768614.1</b>	<b>Sales Rep</b>	Dustin Dillard
<b>Total</b>	<b>\$8,817.60</b>	<b>Phone</b>	(800) 456-3355, 5133829
<b>Customer #</b>	9010908	<b>Email</b>	Dustin_Dillard@DELL.com
<b>Quoted On</b>	Jul. 28, 2020	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Aug. 27, 2020		CITY OF SOUTH PASADENA
			1414 MISSION ST
			FINANCE DEPT
			SOUTH PASADENA, CA 91030-3214

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Dustin Dillard

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
RACHEL HEMOND CITY OF SOUTH PASADENA 1960 CHICAGO AVE STE E9 RIVERSIDE, CA 92507-2312 (951) 784-3500	Standard Delivery

Product	Unit Price	Qty	Subtotal
SonicWall NSA 3650 - Advanced Edition - security appliance - with 1 year TotalSecure	\$5,745.60	1	\$5,745.60
SonicWall NSA 3650 High Availability - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable	\$2,240.00	1	\$2,240.00
STATEFUL HA UPG 3500 AND 3600	\$636.00	1	\$636.00

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<b>Subtotal:</b>	<b>\$8,621.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$6,381.60</b>
<b>Taxable Amount:</b>	<b>\$2,240.00</b>
<b>Estimated Tax:</b>	<b>\$196.00</b>
<hr/>	
<b>Total:</b>	<b>\$8,817.60</b>

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

RACHEL HEMOND  
 CITY OF SOUTH PASADENA  
 1960 CHICAGO AVE STE E9  
 RIVERSIDE, CA 92507-2312  
 (951) 784-3500

### Shipping Method

Standard Delivery

			<b>Qty</b>	<b>Subtotal</b>
<b>SonicWall NSA 3650 - Advanced Edition - security appliance - with 1 year TotalSecure</b>	<b>\$5,745.60</b>		<b>1</b>	<b>\$5,745.60</b>

Estimated delivery if purchased today:

Aug. 06, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
SonicWall NSA 3650 - Advanced Edition - security appliance - with 1 year TotalSecure	AA141453	-	1	-

			<b>Qty</b>	<b>Subtotal</b>
<b>SonicWall NSA 3650 High Availability - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable</b>		<b>\$2,240.00</b>	<b>1</b>	<b>\$2,240.00</b>

Estimated delivery if purchased today:

Aug. 06, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
SonicWall NSA 3650 High Availability - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable	AA141452	-	1	-

			<b>Qty</b>	<b>Subtotal</b>
<b>STATEFUL HA UPG 3500 AND 3600</b>		<b>\$636.00</b>	<b>1</b>	<b>\$636.00</b>

Estimated delivery if purchased today:

Aug. 20, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
STATEFUL HA UPG 3500 AND 3600	A7483765	-	1	-

<b>Subtotal:</b>	<b>\$8,621.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$196.00</b>
<b>Total:</b>	<b>\$8,817.60</b>



## Important Notes

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**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

**Quote No.** 3000066829202.1  
**Total** \$50,112.09  
Customer # 9010908  
Quoted On Aug. 12, 2020  
Expires by Sep. 11, 2020

Sales Rep Aaron Castilleja  
Phone (800) 456-3355, 6179697  
Email Aaron\_Castilleja@Dell.com  
**Billing To** ACCOUNTS PAYABLE  
CITY OF SOUTH PASADENA  
1414 MISSION ST  
FINANCE DEPT  
SOUTH PASADENA, CA 91030-3214

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Aaron Castilleja

Product	Unit Price	Qty	Subtotal
Dell EMC SCv3000	\$36,853.65	1	\$36,853.65
Dell EMC Networking S4112-ON	\$4,815.17	1	\$4,815.17
Dell EMC Networking S4112-ON	\$4,729.91	1	\$4,729.91
<b>Subtotal:</b>			\$46,398.73
<b>Shipping:</b>			\$0.00
<b>Non-Taxable Amount:</b>			\$3,960.13
<b>Taxable Amount:</b>			\$42,438.60
<b>Estimated Tax:</b>			\$3,713.36
<b>Total:</b>			\$50,112.09

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

<b>Dell EMC SCv3000</b>	<b>\$36,853.65</b>	<b>Qty</b>	<b>1</b>	<b>Subtotal</b>	<b>\$36,853.65</b>
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Estimated delivery if purchased today:  
 Aug. 28, 2020  
 Contract # C000000181156  
 Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
SCv3000 3Ux16 Drive Storage Array	210-ALVH	-	1	-
SCv30X0 Dual Controller Components	449-BBLE	-	1	-
No Mezzanine Card	403-BBPD	-	1	-
No Mezzanine Card	403-BBPD	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
Storage Center Core Software Bundle, Base License	634-BJUI	-	1	-
SSN License	634-BKCL	-	1	-
Storage Optimization Bundle, Software License (Includes: Data Progression, Fast Track)	634-BKCM	-	1	-
Redundant Power Supply, 1378W, C20	450-AGJN	-	1	-
Rack rail, 2Us, Static	770-BBUJ	-	1	-
SC Bezel	350-BBKJ	-	1	-
SHIP,SCV3000,DAO	340-BRZD	-	1	-
Dell Hardware Limited Warranty	814-3905	-	1	-
ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance, 3 Years	814-3908	-	1	-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	814-3909	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
ProSupport for Software: 7X24 Storage Center Optimization Bundle, 3 Years	815-4004	-	1	-
US Order	332-1286	-	1	-
SC, 1.92TB, SAS, 12Gb, RI SSD, 2.5" HYB	400-ARSR	-	6	-
SC, 10TB, SAS, 12Gb, 7.2K, 3.5" HDD	400-AVKY	-	10	-
Power Cord, 125V, 20A, NEMA 5-20 to C19, 10 feet	450-AFEU	-	2	-

			<b>Qty</b>	<b>Subtotal</b>
<b>Dell EMC Networking S4112-ON</b>	<b>\$4,815.17</b>	<b>1</b>		<b>\$4,815.17</b>

Estimated delivery if purchased today:  
 Aug. 24, 2020  
 Contract # C000000181156  
 Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10	210-AOYZ	-	1	-
No Power Cord	450-AAGG	-	1	-
OS10 Enterprise, S4112F	634-BQZX	-	1	-
Dell EMC User Guide, EMC Common	634-BPON	-	1	-

Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112	770-BCTF	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty 1 Year	817-7146	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	817-7165	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	817-7183	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	817-7184	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-

<b>Qty</b>	<b>Subtotal</b>
<b>\$4,729.91</b>	<b>\$4,729.91</b>

**Dell EMC Networking S4112-ON**

Estimated delivery if purchased today:  
Aug. 24, 2020  
Contract # C000000181156  
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell EMC Switch S4112F, 12 x 10GbE SFP+, 3 x 100GbE QSFP28, FAN to IO, 2 x AC PSU, OS10	210-AOYZ	-	1	-
No Power Cord	450-AAGG	-	1	-
OS10 Enterprise, S4112F	634-BQZX	-	1	-
Dell EMC User Guide, EMC Common	634-BPON	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty 1 Year	817-7146	-	1	-
ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	817-7165	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	817-7183	-	1	-
ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	817-7184	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-

<b>Subtotal:</b>	<b>\$46,398.73</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$3,713.36</b>
<b>Total:</b>	<b>\$50,112.09</b>

## Important Notes

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

# QUOTE CONFIRMATION



**DEAR RACHEL HEMOND,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LPCP585	8/11/2020	HARDWARE REFRESH	4793592	<b>\$10,123.82</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">QNAP RAIL-B02 rack rail kit</a> Mfg. Part#: RAIL-B02 UNSPSC: 24102001 Contract: National IPA Technology Solutions (2018011-01)	1	3824264	\$85.28	\$85.28
<a href="#">Seagate IronWolf ST4000VN008 - hard drive - 4 TB - SATA 6Gb/s</a> Mfg. Part#: ST4000VN008 UNSPSC: 43201803 Contract: National IPA Technology Solutions (2018011-01)	9	4343633	\$99.22	\$892.98
<a href="#">APC Smart-UPS X 3000VA Rack/Tower LCD UPS with Network Management Card</a> Mfg. Part#: SMX3000RMLV2UNC UNSPSC: 26111701 Contract: National IPA Technology Solutions (2018011-01)	2	2260954	\$2,030.75	\$4,061.50
<a href="#">Ubiquiti UniFi nanoHD Access Point</a> Mfg. Part#: UAP-NANOHD-US UNSPSC: 43223108 Contract: National IPA Technology Solutions (2018011-01)	3	5079123	\$164.95	\$494.85
<a href="#">QNAP TS-877XU-RP - NAS server - 0 GB</a> Mfg. Part#: TS-877XU-RP-2600-8G-US UNSPSC: 43201835 Contract: National IPA Technology Solutions (2018011-01)	1	5307409	\$3,648.00	\$3,648.00

PURCHASER BILLING INFO	SUBTOTAL	\$9,182.61
<b>Billing Address:</b> CITY OF SOUTH PASADENA ACCOUNTS PAYABLE 1414 MISSION ST SOUTH PASADENA, CA 91030-3298 <b>Phone:</b> (626) 403-7254 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$941.21
	<b>GRAND TOTAL</b>	<b>\$10,123.82</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF SOUTH PASADENA RACHEL HEMOND 1414 MISSION ST SOUTH PASADENA, CA 91030-3298 <b>Phone:</b> (626) 403-7254 <b>Shipping Method:</b> CEVA Deferred, 3-5 Days	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Brian Clouser

(866) 339-4119

briaclo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# City Council Agenda Report

ITEM NO. 23

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long-Range Planning and Economic Development

**SUBJECT:** **Repurposing of the Remaining \$7,000 from the Civic Center Art Gallery to Fund Public Art on the Concrete Barricades Used for the Al Fresco Dining and Retail Pilot Program**

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## **Recommendation**

It is recommended that the City Council approve repurposing of the remaining \$7,000 from the Civic Center Art Gallery to fund public art on the concrete barricades used for the Al Fresco Dining and Retail Pilot Program.

## **Commission Review and Recommendation**

On September 28, 2020, the Public Art Commission received a presentation by the South Pasadena Arts Council (SPARC) regarding its proposal to integrate public art on the concrete barricades used for the Al Fresco Dining and Retail Pilot Program. The Commission unanimously approved the recommendation to the Council.

On August 26, 2020, the Public Art Commission selected Commissioners Burke and Kuramitsu to participate in an Ad Hoc Committee to reach out to the Chamber of Commerce and SPARC regarding potential options to integrate public art on the concrete barricades.

## **Discussion/Analysis**

Due to COVID-19 and the closure of City Hall, the Civic Center Art Gallery was suspended. To make use of the remaining funds, bring public art to its citizens in a safe manner, and support local businesses staff is recommending repurposing the remaining \$7,000 to fund public art on the concrete barricades used for the Al Fresco Dining and Retail Pilot Program.

SPARC is proposing to curate images from up to approximately 40 artists, with an emphasis on works by artists from South Pasadena. The artwork will include paintings, drawings, photography, poetry and prose printed on vinyl wraps. There is approximately 1,000 square feet of space (approximately 355 linear feet comprised of 20, 10, and 5-foot concrete traffic control barricades). The selected artwork will be presented to the Public Art Commission for final approval prior to installation. SPARC will be able to begin installation of the artwork within 10-

days of the contract execution and will do so in a phased approach over four to five days during a three-week period. SPARC's proposal to administer, curate, produce, install, maintain and uninstall the project will be for a total not-to-exceed of \$7,000. The artwork display is intended to be temporary. The barricades, and therefore the artwork, is anticipated to remain in place until 90-days after the end of the local emergency.

### **Next Steps**

1. SPARC will present the selected artwork to the Public Art Commission for approval
2. SPARC will issue a press release and work with staff to publicly notice the installation of the artwork
3. SPARC will work with the Public Works Department to coordinate a phased installation of the vinyl wraps
  - a. The Public Works Department will accommodate the traffic control for the installation of the artwork on the concrete barricades
  - b. To ensure the safety of the installers, the Public Works Department will need to close both lanes of traffic to ensure a safe escape route; and would utilize the opposite direction lanes to accommodate both east and westbound traffic
4. The concrete barricades are anticipated to remain in place for 90-days past the local emergency or up to one year; unless modified by the City Council

### **Background**

On October 28, 2019, then City Manager DeWolfe approved a contract with 11:11 A Creative Collective (11:11) to manage, curate install, and oversee the exhibitions for the Civic Center Art Gallery for a total of \$20,000. 11:11 was able to curate a total of two exhibits and began work on curating the third exhibit when City Hall was closed due to COVID-19.

On August 19, 2020, the City Council approved Phase 2 of the Al Fresco Program authorizing the use of parking lanes, where feasible, for outdoor dining and retail purposes to support local businesses. Based on applications submitted and local business feedback five locations were finalized. On September 10 and 17, 2020, concrete barricades used for the Program were installed at the five locations on Mission Street, in front of the following businesses:

- Jones Coffee Roasters
- Teamorrow/Griffins of Kinsale
- Aro Latin
- Mike and Anne's
- Shiro

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The contract with 11:11 for a total amount of \$20,000 was funded through the Planning and Building Public Art Account # 101-7010-7011-8260. The amount invoiced by 11:11 for the work that was completed totaled \$12,860; therefore \$7,140 is available to be repurposed to integrate public art on the concrete barricades for the Al Fresco Dining and Retail Pilot Program.

Repurpose \$7,000 from the Civic Center Art Gallery to Fund Public Art on the Concrete Barricades for the Al Fresco Dining and Retail Pilot Program  
October 7, 2020  
Page 3 of 3

**Public Notification of Agenda Item**

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

Attachments:

1. SPARC Proposal
2. SPARC Presentation

**ATTACHMENT 1**  
**SPARC Proposal**

September 24, 2020



---

**Proposal**

**City of South Pasadena**

**K-RAILS ART WRAP PROJECT**

**Submitted by:**

**The South Pasadena Arts Council (SPARC)  
P.O. 3272  
South Pasadena, California 91031**

September 24, 2020

**SPARC K-RAIL ART WRAP PROJECT**

Pending approval from the City of South Pasadena (City), the South Pasadena Arts Council (SPARC) will mount images of unique vinyl wrap art works on the street-side<sup>1</sup> surfaces of the temporary K-rails that the City has positioned along Mission Street to create “parklets” for outdoor dining.

SPARC will curate images from approximately 40 established and emerging artists, with an emphasis on works by artists from South Pasadena. These diverse works will include: paintings, drawings, photography, poetry, and prose.

## SPARC K-RAIL ART WRAP PROJECT PROPOSAL

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September 24, 2020

A partial listing of potential artists to be contacted by SPARC includes the following:

- Victoria Ariola
- Cyndi Bemel
- David Buckingham
- Jeff Burke
- Gusmano Cesaretti
- Celina Duffy
- Dominique Heffley
- Laurie Hendricks
- Robin Hextrum
- Seonna Hong
- Phung Huynh
- Eric Joe
- Ron Koertge
- Rick Leddy
- Lillian Montalvo
- Rick Monzon
- Daniel Peacock
- Valentin Popov
- Michael Provart
- David Shannon
- Leland Sklar
- Timothy Smith
- Anne Elizabeth Sobieski
- Jeff Soto
- Shelley Stephens
- Rebecca Tager
- Val Trimarchi
- Lorraine Triolo
- Fulton Leroy Washington aka Mr. Wash
- Robert Williams
- Suzanne Williams
- Deborah van der Zaag



## SPARC K-RAIL ART WRAP PROJECT PROPOSAL

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September 24, 2020

All artworks will be submitted to the City Arts Commission for final approval.

The artists will be recognized with their names and contact information at the bottom of their artwork. A listing of the artists will also be on the SPARC web site. SPARC will send each participating artist a formal certificate of thanks and a gift certificate to a local business.

The artworks will be applied to the K-rails covering nearly 100% of the barricades, using a vinyl adhesive wrap with a 3-year durability; an example of which is on display in front of Jones Coffee (1006 Mission St.).



SPARC will apply the adhesive material with its own volunteer staff and two paid assistants from the community.

SPARC will issue a press release regarding the project highlighting the partnership with the City.

SPARC offers to administer, curate, produce, install, and uninstall this art project as detailed within for a fee of \$7,000, with 50% to be paid upon execution of the contract, and the balance upon completion of installation of the project.

September 24, 2020

**DETAILS**

K-rails Total Square Footage: Approximately 1095 sq. ft.

Five “Parklet” Locations:

1. Jones Coffee (1006 Mission St.)  
Two 20-ft K-rails and three 10 ft. K-rails = 70 linear feet X 3 feet  
Total: 210 sq. feet
2. TeaMorrow (1005 Mission St.)  
Two 20-ft K-rails, one 10-ft K-rail, one 5-ft K-rail = 55 linear feet X 3 feet  
Total: 165 square feet
3. Aro (1019 Mission St.)  
Three 20-ft K-rails and one 5-ft K-rail = 65 linear feet X 3 feet  
Total: 195 square feet
4. Mike & Anne’s (1040 Mission St.)  
Four 20-ft K-rails and one 10-ft K-rail = 90 linear feet x 3 feet  
Total: 270 square feet
5. Shiro (1505 Mission St.)  
Four 20-ft. K-rails and one 5-ft. K-rail = 85 linear feet x 3 feet  
Total: 255 square feet

SPARC will install the art wraps beginning approximately 10 days after the contract is signed, and as the artworks are approved by the City Arts Commission. SPARC intends to complete the project in phases over three weeks.

SPARC understands that the City’s lease for the K-rails is for up to 90 days past the pandemic, or one year from date of installation.

SPARC understands that the City will put reflectors on top of the K-rails once the art has been installed per required safety requirements.

SPARC will coordinate traffic control with the appropriate City department with at least two days’ notice prior to installation of the art wraps.

The City will attempt to remove any graffiti, but any damage to the artwork on the K-rails that is beyond the capacity of the City to repair in the course of normal business will be the responsibility of SPARC. If funds are not available for repairs, SPARC will remove the art.

SPARC K-RAIL ART WRAP PROJECT PROPOSAL

September 24, 2020

**BUDGET/EXPENSES**

Curating Service: Donated by Blue Trimarchi (ArtWorks/Fine Art Publishing)

Administration Services: Donated by SPARC Board

Vinyl Wrap Preparation:

Design Services: Curator Blue Trimarchi (ArtWorks/Fine Art Publishing) and Jeff Burke (Burke Triolo Studio) will donate their time to design and produce the vinyl art wraps that will cover the K-rails. Blue will donate an estimated 20 hours in required digital preparation; Jeff Burke will donate the service portion of the printing.

Materials Cost (Vinyl and ink):

Approx. \$1.00 per square foot x 1,095 sq. ft.

**\$1,095\***

Installation and removal labor costs:

Includes help from two (2) paid assistants at \$20 per hour

Installation

365 linear feet of K-rail = 36.4 hours	x	36.4	
\$40 / hr. per 10 feet			\$ 40.00
			<u>\$1,460</u>

Removal (Same as Installation) \$1,460

Total **\$2,920\***

Miscellaneous tools and supplies: **\$ 500\***

Gift certificates for estimated 40 artists to local business:

\$25 per 40 artists **\$1,000\***

Compensation for SPARC members' donated time to perform development and installation of project, press releases, and promotion.

**\$1,485\***

**Total \$7,000**

\*All budget numbers are estimated based on current information

SPARC K-RAIL ART WRAP PROJECT PROPOSAL

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September 24, 2020

The SPARC Board of Directors thanks the City and the Art Commission for the opportunity to present this proposal for the K-Rail beautification project.

Sandra Kitto  
Board President



**ATTACHMENT 2**  
**SPARC Presentation**



Proposal:

City of South Pasadena

# K-RAILS ART WRAP PROJECT



23-13





## Project Overview

### Project Includes:

- Installation at five locations along Mission Street
- Installation, and removal by SPARC
- Near 100% coverage of K-Rails
- Vinyl covering has 3-year durability



# Location Overview

Jones  
Coffee

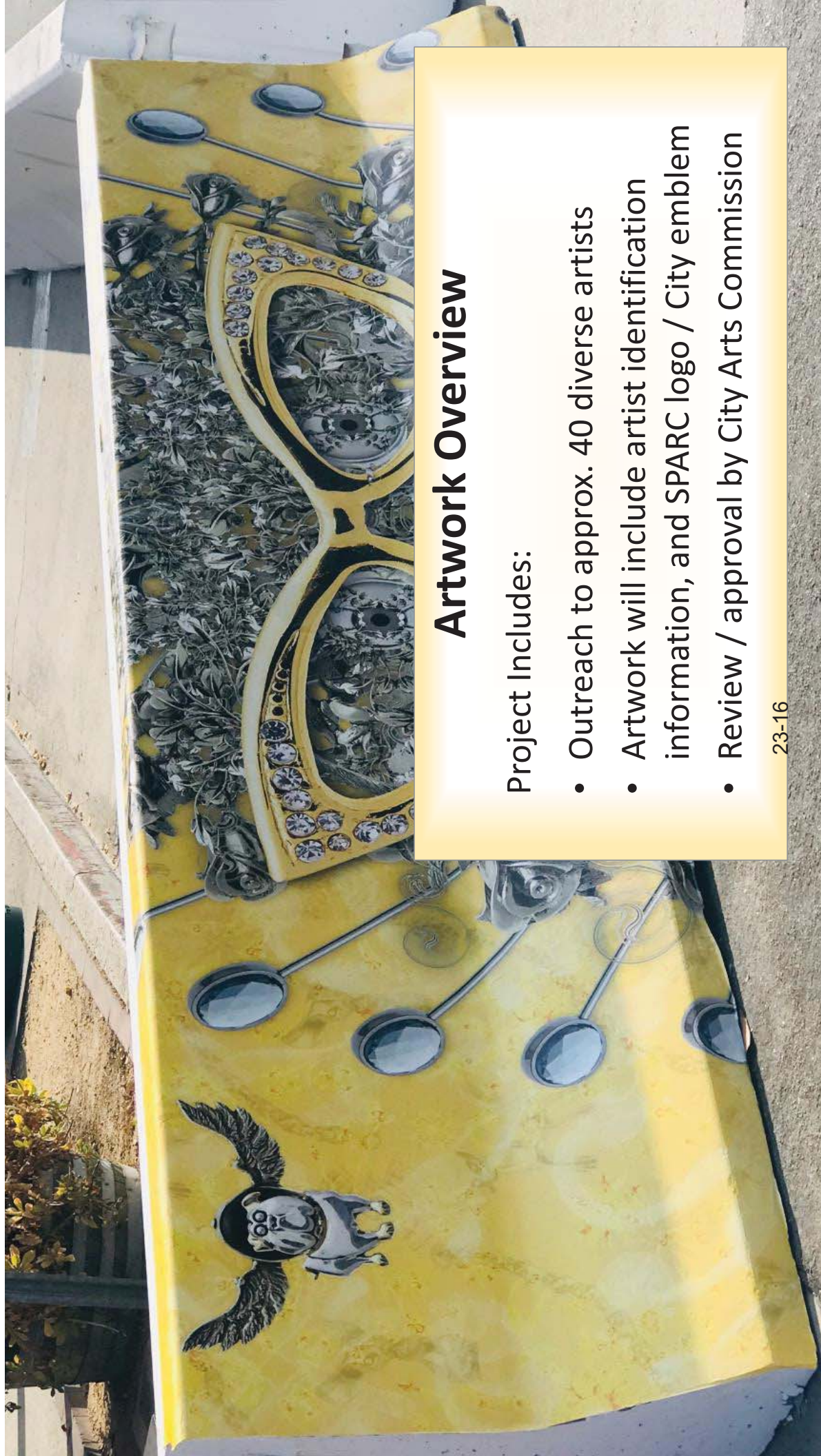
Mike and  
Anne's

Shiro



TeaMorrow

Aro



## Artwork Overview

### Project Includes:

- Outreach to approx. 40 diverse artists
- Artwork will include artist identification information, and SPARC logo / City emblem
- Review / approval by City Arts Commission

23-16





## Installation Overview

- SPARC will install / remove coverings
- SPARC will begin installation within ten days of contract signing, and approval of the artwork by City Arts Commission
- Installation will be completed in phases over a three week period
- SPARC will coordinate installation with the City to assure appropriate traffic control





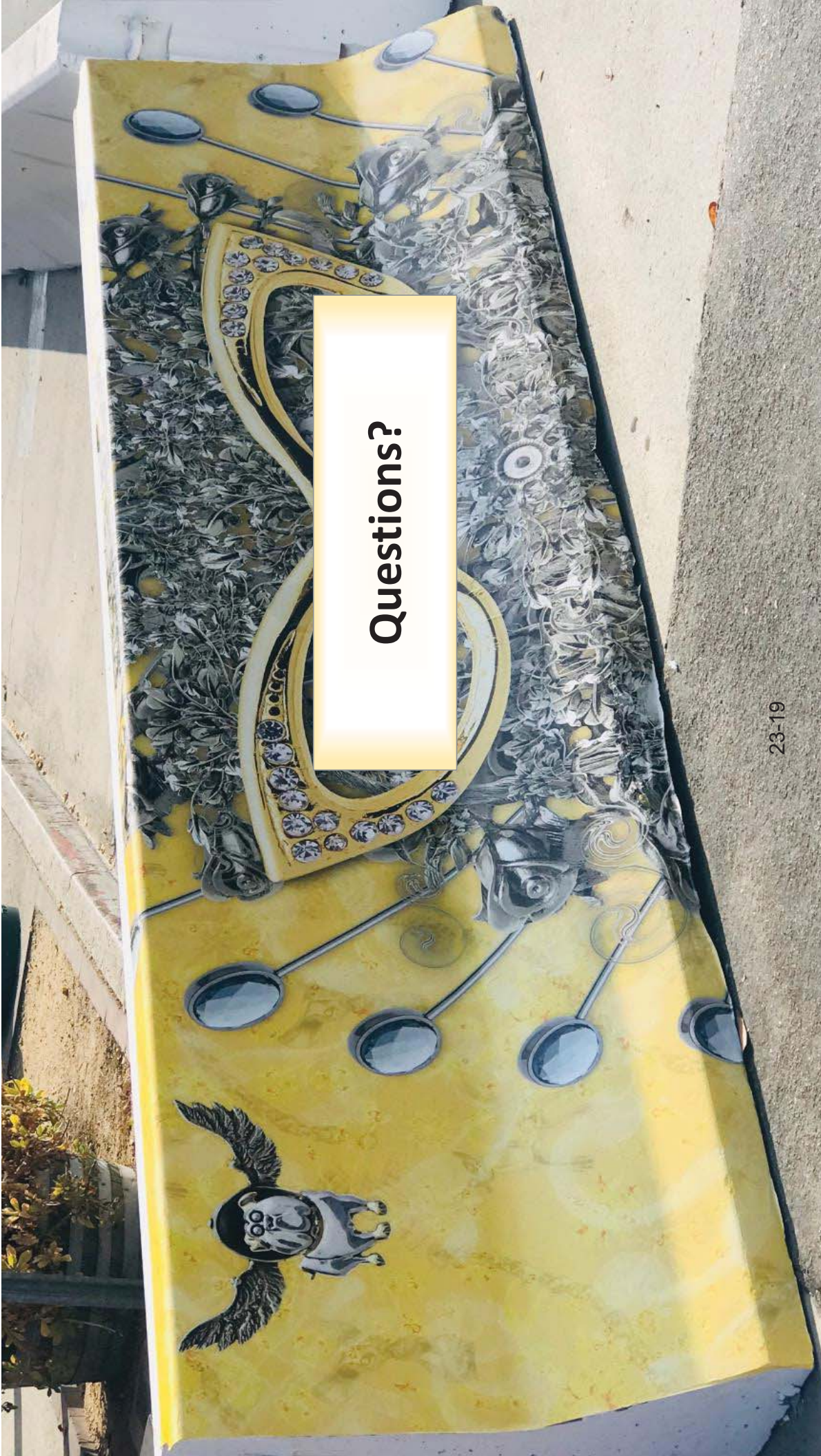
## **Project Fee**

Project Fee will be \$7,000 to include:

- Design services
- Original Artwork
- Printing
- Administration / coordination with City
- Press Release
- Vinyl Cover Installation at five locations
- Vinyl Cover Removal



Questions?





# City Council Agenda Report

ITEM NO. 24

**DATE:** October 7, 2020

**FROM:** Sean Joyce, Interim City Manager

**PREPARED BY:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long-Range Planning and Economic Development

**SUBJECT:** **Conditional Approval for the Location of the Proposed Black Lives Matter Mural by the South Pasadena High School Anti-Bias Club**

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## **Recommendation**

It is recommended that the City Council provide conditional approval for the location of the proposed Black Lives Matter (BLM) mural by the South Pasadena High School Anti-Bias Club on east-facing wall of City Hall pending final design approval by the Public Art Commission.

## **Commission Review and Recommendation**

On July 22, 2020, the Public Art Commission received an informational presentation on the proposed mural and formed an Ad Hoc Committee to support and guide the Anti-Bias Club in developing their final proposal. On August 26, 2020, the Public Art Commission reviewed and provided recommendations to the Anti-Bias Club regarding the proposed BLM Mural Request for Proposal (RFP).

## **Discussion/Analysis**

The Anti-Bias Club developed a RFP to select an artist to create a mural that highlights the BLM movement. Following the selection of an artist the Anti-Bias Club will finalize the project proposal for the Public Art Commission's consideration and approval. If the Commission's final recommendation is proposed to be located on a City Facility, the project location and maintenance program would need to be presented to the City Council for final approval. At the Club's request, to support the Anti-Bias Club's fundraising efforts, staff recommends providing conditional approval for the proposed mural on the east-facing wall of City Hall.

## **Next Steps**

1. The Anti-Bias Club will finalize its artist selection, fundraising, and develop a final proposal to present to the Public Art Commission for approval.
2. Pending final design approval by the Public Art Commission, the item will be brought back to the City Council for final approval of the location of the mural.

**Background**

On July 22, 2020 the Anti-Bias Club provided an informational presentation to the Commission regarding its proposal to develop a BLM Mural. The Commission decided to form an Ad Hoc Committee, comprised of Commissioners Huynh and Sawyer, to continue to support and guide the Anti-Bias Club in developing their proposal. The proposed mural will reflect the advocacy for and solidarity with the BLM movement, acknowledging Lesbian Gay Bisexual Transgender Queer Black lives so that all Black lives matter, referencing historical Civil Rights movements to contextualize recent engagement with social justice.

On August 19, 2020, the City Council received an informational presentation regarding the proposed BLM mural.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

The Anti-Bias Club will be responsible for the cost of developing and maintaining the project.

**Public Notification of Agenda Item**

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

Attachments:

1. Proposed BLM Mural Location
2. BLM Mural Request for Proposals



**ATTACHMENT 1**  
**Proposed BLM Mural Location**



# BLACK LIVES MATTER MURAL -- CONDITIONAL APPROVAL OF LOCATION

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City Council Meeting

October 7, 2020

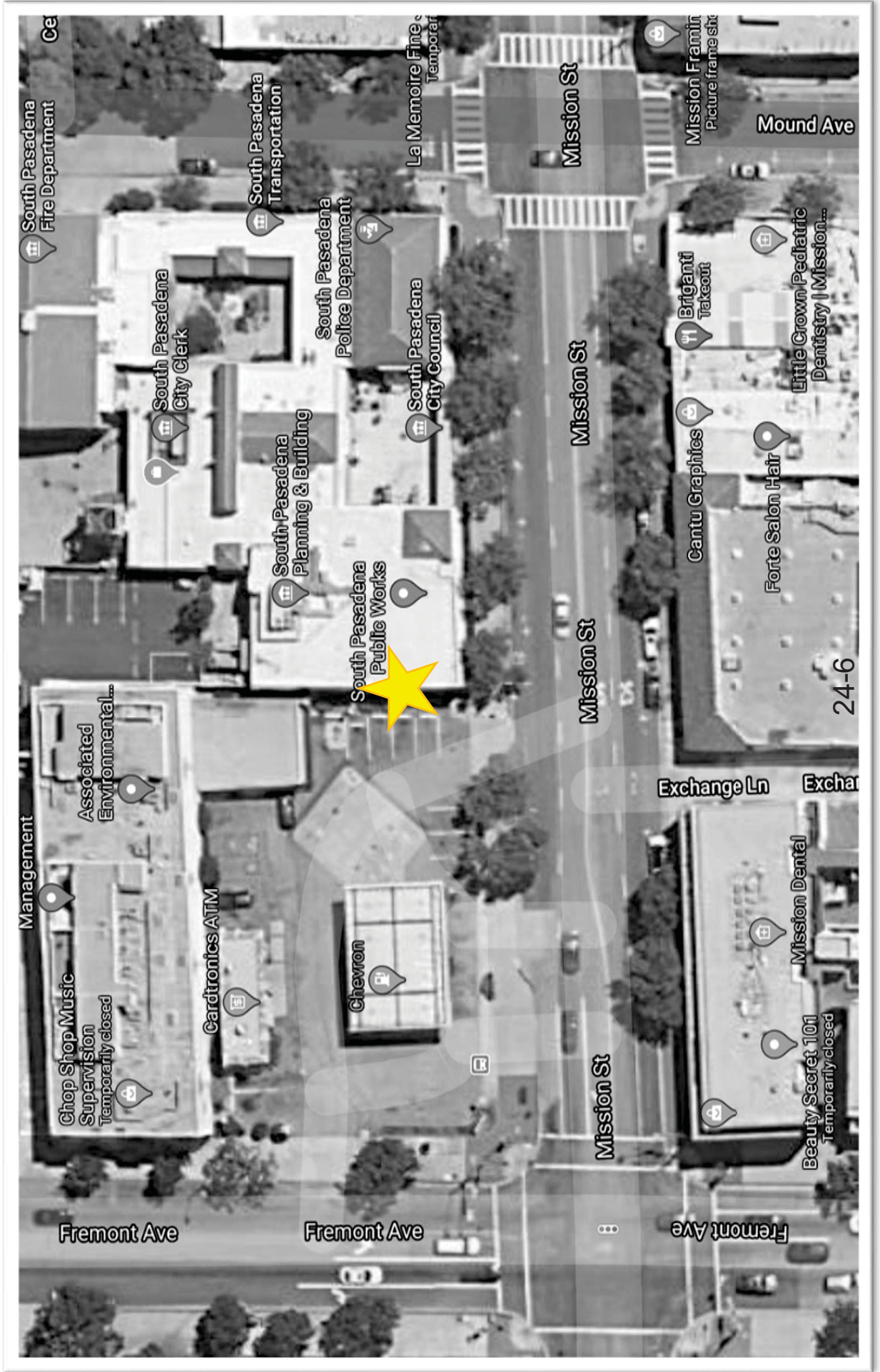


## Anti-Bias Club: Black Lives Matter Mural

- **Purpose:** “To serve as a celebration of Black people and social justice... educate people about the value of a fully integrated and diverse society, and a reminder to continue antiracist work” – Anti-Bias Club
- **Proposed Location:** East-facing wall of City Hall, on the corner of Fremont Avenue and Mission Street
- **Size:** Approximately 570 square feet (39.5 feet wide by 14.4 feet tall)
- **Next Steps:**
  - Finalize artist selection, fundraising, and develop a final proposal to present to the Public Art Commission
  - Pending final design approval, the item will be brought back to City Council for final approval for the <sup>24-5</sup> location of the mural



# Site Map





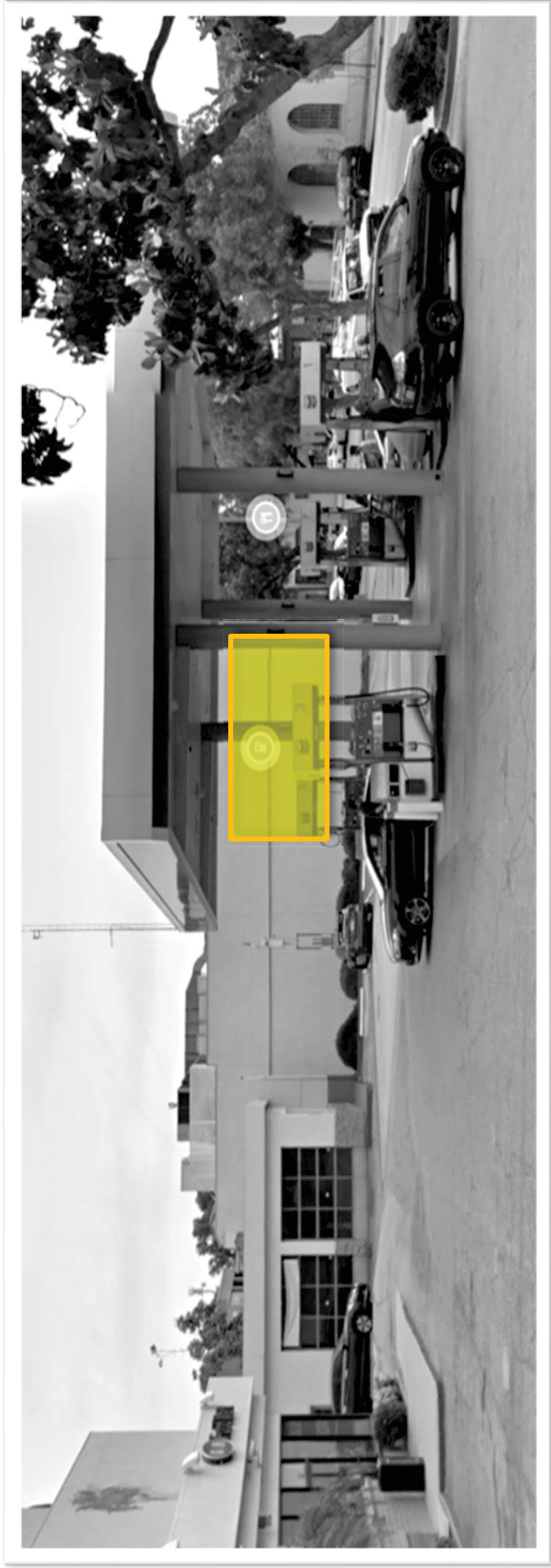


# Proposed location from Mission Street





# Proposed location from Fremont Avenue



**ATTACHMENT 2**  
**BLM Mural Request for Proposals**



**Request for Proposals (RFP)**

The Anti-Bias Club of South Pasadena High School (SPHS) seeks an artist to create a mural that highlights the Black Lives Matter movement.

**Project Budget:** \$15,000 Total Artwork Budget

This budget includes artist fees, liability insurance, and all costs associated with the design, engineering, fabrication, permitting, delivery, and installation of the artwork.

The money for the project will be community-raised and held by the SPHS Anti-Bias Club, which will then transfer the money to the artist.

**Project Location:** South Pasadena City Hall on the corner of Fremont and Mission; bottom two panels (below red line); approximately 39.5 feet wide by 14.4 feet tall; about 570 square feet.



**Project Overview:**

## **History and mission of the Anti-Bias Club**

The Anti-Bias Club was formed by a group of students who participated in a two day training with the Anti-Defamation League in October 2019. The club was created so that anyone attending South Pasadena High School could join. The Anti-Bias Club's mission is to promote inclusivity and mental wellbeing on campus and in the broader community.

## **Inspiration for the BLM mural**

The inspiration for the Black Lives Matter Mural spurred from the momentum surrounding the Black Lives Matter movement recently -- and a wish to have a long standing monument in South Pasadena representing Black lives, the future momentum that must be continued, and the trials and wrongdoings of the past.

## **Purpose of the BLM mural**

The purpose of the mural is to serve not only as a celebration of Black people and social justice, but as a tool to educate people about the value of a fully integrated and diverse society and a reminder to continue antiracist work. The South Pasadena community must recognize the importance and value of Black lives and Black history in America.

## **Specific themes to be highlighted in the BLM mural**

We want to highlight Black strength, power, and pride in this mural and it will be solely representing Black people. Additionally, the mural will showcase the diversity and intersectionality of the Black community by depicting the Black LGBTQ+ community and Black women. The BLM mural will display the connection and continuance of the abolition movement, Civil Rights movement, Black Power movement, and BLM movement through famous figures of those respective movements and the everyday protestors of today.

We also want to showcase famous Black artists and musicians to represent Black pride and expression. Instead of depicting victims of racism and police brutality, the mural aims to show the resiliency and spirit of Black people, and will thus not display George Floyd, Breonna Taylor, or any other Americans murdered by police. Lastly, we hope to connect these struggles for equal rights to South Pasadena and our local history of racism through symbolism of sun rays to represent the legacy of a sundown town. This connection will be further explained in the plaque of the mural so it does not need to be forced.

## **Here is a list of some people (not exhaustive) we would love to see featured in the BLM mural:**

- Angela Davis

- Malcolm X
- Harriet Tubman
- Huey Newton
- John Lewis
- Ella Baker
- Bayard Rustin
- Langston Hughes
- Aretha Franklin
- Sojourner Truth
- Biddy Mason
- Thurgood Marshall
- Ruby Bridges
- James Baldwin
- Toni Morrison
- Maya Angelou
- Audre Lorde

**Selection Committee:**

The final decision on the artist chosen and design of the mural is a group of five high school students who are part of the Anti-Bias Club: Cat Flores, Lulu Talesnick, Khalil Murdock, Noah Kuhn, and Maya Turun. These five students have written this proposal and are overseeing the production of the BLM mural. The Public Art Ad-Hoc Subcommittee (Commissioner Phung Huynh and Commissioner Jaz Sawyer) will provide oversight but will not be voting members on the selection committee.

**Timeline:**

- RFP sent out by Sunday, September 6
- RFPs due back by Sunday, October 18
- Decide on an artist by Sunday, November 1
- Notify and meet with artist and agree on a contract by Sunday, November 15
- Artist submits at least three design renderings by Sunday, December 20 and the selection committee will review and make recommendations on changes.
- Final approval of design rendering by Sunday, January 17. The Anti-Bias Club will present the design rendering to the Public Art Committee of South Pasadena for consensus.
- 50% mural completion by Sunday, March 14
- Final mural completion and unveiling day on Sunday, May 2

All deadlines are negotiable and may be subject to change.

### **Eligibility of Artists**

The public art project is open to professional artists residing or working within L.A. County that have had experience with public art projects. Artists who have not had permanent public art project experience are encouraged to apply in artist teams with appropriate experience.

### **RFP SELECTION CRITERIA**

Artists will be selected on the basis of their qualifications, as demonstrated by the quality of their past work and suitability of their artistic expression for this particular site. Connection and commitment to the Black Lives Matter movement will also be a deciding factor. The selection committee is interested in working with an artist or artist team that has experience with community engagement and has the willingness to work collaboratively with the identified focus group in our community on the design and production of the mural.

### **TO APPLY**

Application materials must be received on or before Sunday, October 18. Any application materials received after the date and time specified above will be rejected and considered non-responsive, and returned to the Artist unopened.

Submit the following materials:

1. Resume including name, mailing address, phone number(s), email, and web page (if applicable). Include a team bio if applying as an artist team. Resume should not exceed three pages.
  
2. A maximum two-page letter of interest, addressing:
  - Why this project interests you;
  - Your passion/connection with the Black Lives Matter movement;
  - How you have worked with a government agency, designers, and/or with a community engagement process to develop an artwork;
  - Your experience with restricted site conditions, strict technical constraints, and materials requirements, including specifications for size, strength, and engineering capacities;
  - Your artistic practice, your sources of inspiration, and your method for developing high quality, innovative, and timelessly meaningful artwork.For artist teams: your respective roles and history of collaboration.

3. Up to ten images of your relevant work (refer to Artist Selection Criteria)

Submit digital images in .JPEG format, PC compatible, no larger than 1920x1920 (do not zip or stuff your files). Each image must be unlocked and downloadable.

4. Preliminary ideas/sketches/renderings for the BLM mural.

The preferred method for submitting materials for the RFQ is to upload your files to a file sharing service such as Dropbox.

**Dropbox Link Instructions:**

1. Sign in to dropbox.com, or sign up for an account if this is your first time using Dropbox.
2. Create a folder using the following naming convention “FirstInitialLastName-Application” (example: JJones-Application). If you are applying as a firm, use your firm’s design instead of FirstInitialLastName (example: JonesStudio-Application).

**Contact:**

Any questions or concerns should be directed to the SPHS Anti-Bias Club, which can be reached at [antibiasclub@gmail.com](mailto:antibiasclub@gmail.com).

Thank you for your interest in the Anti-Bias Club’s BLM mural. We look forward to seeing your artwork and potentially working with you. Have a great day!