



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

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

**February 19, 2020, at 7:30 p.m.**

*In order to address the City Council, please complete a Public Comment Card.  
Time allotted per speaker is three (3) minutes and may be subject to change as directed by the Mayor.  
No agenda item may be taken after 11:00 p.m., unless determined necessary by the City Council.*

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

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

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

**PLEDGE OF ALLEGIANCE:** Mayor Pro Tem Diana Mahmud

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

**PRESENTATIONS**

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

**3. Merchant Minute – Handle**

**4. 2019 Ultimate Champion for West Nile Virus Prevention Challenge**

**5. Introduction of Police Officer Kristina Roppo**

**PUBLIC COMMENTS AND SUGGESTIONS**

(Time limit is three minutes per person)

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

**COMMUNICATIONS**

**6. Councilmembers Communications**

Time allotted per Councilmember is three minutes. Additional time will be allotted at the end of the City Council Meeting agenda, if necessary.

**7. City Manager Communications**

**8. Reordering of and Additions to the Agenda**

**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

**CONSENT CALENDAR**

**9. Approval of Prepaid Warrants in the Amount of \$215,697.38. General City Warrants in the Amount of \$2,860,514.88. Wire Transfers in the Amount of \$5,000,000.00.**

Recommendation

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

**10. Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement Plan Project Updates**

Recommendation

It is recommended that the City Council receive and file the second quarter Fiscal Year 2019-20 Capital Improvement Plan (CIP) Project updates.

**11. Award Contract to Phoenix Motorcars, LLC, in the amount of \$163,101 for the Purchase of a 2019 E450 Plug-in Vehicle for the Dial-A-Ride Program**Recommendation

It is recommended that the City Council authorize staff a sole source purchase of a 2019 E450 Plug-in Vehicle (PEV) from Phoenix Motorcars, LLC and execute all related documents at a total cost \$163,101.

**12. Award of Contract to Wondries Fleet Group for a Purchase of a Replacement 2020 Ford Utility Hybrid Police Interceptor Administrative Vehicle and the Installation of New Emergency Equipment in the Amount of \$52,305.**Recommendation

It is recommended that the City Council:

1. Award a contract to Wondries Fleet Group under the Cooperative Purchase Provisions of Sourcewell (formerly known as NJPA) master vehicle contract, #120716-NAF, for the purchase of a new 2020 Ford Utility Hybrid Police Interceptor administrative vehicle in the amount of \$40,716.
2. Award a contract to Black and White Emergency Vehicles in the amount of \$2,247, for the purchase and installation of emergency equipment.
3. Award a contract to Foothill Communication in the amount of \$9,342 for the purchase of a Motorola police radio.

**13. Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to-Exceed \$33,600 for a Total Not-To-Exceed Amount of \$58,100**Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the first amendment to the Professional Services Agreement (PSA) with W.G. Zimmerman Engineering, Inc. (Zimmerman), in an additional amount of \$29,040 for the Consultant to provide part time public works and capital improvement plan project support services, and
2. Authorize the City Manager to execute the first amendment to the PSA with Interwest Consulting Group (Interwest), in an additional amount of \$33,600 for the Consultant to provide part time plan check and public works and capital improvement plan project support services.

**14. Acceptance of Project Completion and Authorization to File a Notice of Completion for the Bushnell Avenue and Diamond Avenue Street Improvement Project and Authorization to Release Retention Payment to Sequel Contractors, Inc. in the Amount of \$47,204.45**

Recommendation

It is recommended that the City Council:

1. Accept the Bushnell Avenue and Diamond Avenue Street Improvement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Sequel Contractors, Inc. (Contractor), in the amount of \$47,204.45.

**15. Second Reading and Adoption of Two Ordinances: 1) Restructure and Rename the Freeway and Transportation Commission to Create the Mobility and Transportation Infrastructure Commission with Updated Responsibilities; and 2) Restructure the Public Works Commission with Updated Roles and Responsibilities**

Recommendation

- 1) Read by title only for second reading, waiving further reading, and adopt an Ordinance to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 “Administration” of the South Pasadena Municipal Code (SPMC) and add a new Article IVD (Mobility and Transportation Infrastructure Commission) to SPMC Chapter 2 to restructure and rename the Freeway and Transportation Commission (FTC) to create the Mobility and Transportation Infrastructure Commission (MTIC) with updated roles and responsibilities to focus on mobility policy and transportation infrastructure; and
- 2) Read by title only for second reading, waiving further reading, and adopt an Ordinance to repeal Article IVK (Public Works Commission) of SPMC Chapter 2 “Administration” and add a new Article IVK (Public Works Commission) to restructure the Public Works Commission (PWC) with updated roles and responsibilities to focus on non-transportation infrastructure including water, sewer, stormwater, buildings, and City facilities.

**ACTION/DISCUSSION**

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

Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7640, adopt by motion an order directing the abatement of hazardous vegetation.

**ADJOURNMENT**



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

March 4, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 18, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.
April 1, 2020	Regular City Council Meeting	Council Chamber	Cancelled
April 15, 2020	Regular City Council Meeting	Council Chamber	7:30 p.m.

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

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

- City Clerk’s Division, City Hall, 1414 Mission Street, South Pasadena, CA 91030;
- City website: [www.southpasadenaca.gov/agendas](http://www.southpasadenaca.gov/agendas)

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

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

**AGENDA NOTIFICATION SUBSCRIPTION**

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

**ACCOMMODATIONS**



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

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

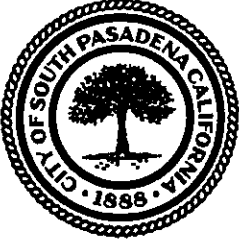
2/13/2020

Date

/s/

Maria E. Ayala

Chief City Clerk



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2020

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

**PREPARED BY:** Karen Aceves & Lucy Demirjian, Interim Finance Director *[Signature]*

**SUBJECT:** Approval of Prepaid Warrants in the Amount of \$215,697.38. General City Warrants in the Amount of \$2,860,514.88. Wire Transfers in the Amount of \$5,000,000.00.

### Recommendation Action

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

### Fiscal Impact

Prepaid Warrants:

Warrant # 309813-309874	\$	215,697.38
Void	\$	0

General City Warrants:

Warrant # 309875-309943	\$	2,860,514.88
Void	\$	0

Wire Transfers (LAIF)	\$	5,000,000.00
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	0

RSA:

Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>8,076,212.26</u>
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### Commission Review and Recommendation

This matter was not reviewed by a Commission.

### Legal Review

The City Attorney has not reviewed this item.

### Public Notification of Agenda Item

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

Approval of Warrants  
February 19, 2020  
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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

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

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

Fund No.	Date 02.19.2020		
	Amounts		
	Prepaid	Written	Payroll
General Fund	101	141,852.06	86,406.28
Insurance Fund	103	-	362.70
Street Improvement Program	104	20,010.00	-
Facilities & Equip.Cap. Fund	105	-	-
Local Transit Return "A"	205	3,117.21	-
Local Transit Return "C"	207	352.11	240.00
TEA/Metro	208	-	-
Sewer Fund	210	2,042.32	4,952.04
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	16,144.86	52,068.54
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	556.25	5,011.23
County Park Bond Fund	232	3,797.72	-
Measure R	233	-	-
Measure M	236	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
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	27,824.85	2,711,474.09
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	-
<b>Column Totals:</b>		<u>215,697.38</u>	<u>2,860,514.88</u>

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA	227	-	-
<b>RSA Report Totals:</b>		<u>-</u>	<u>-</u>

**City Report Totals:** 3,076,212.26

Wire Transfer - LAIF 5,000,000.00  
 Wire Transfer - RSA -  
 Wire Transfer - Acct # 2413 -  
 Wire Transfer - Acct # 1936 -  
 Voids - Prepaid -  
 Voids - General Warrant -

**Grand Report Total:** 8,076,212.26

Robert Joe, Mayor

Karen Aceves / Lucy Demirjian, Interim Finance Director

Evelyn G. Zneimer, City Clerk

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

# Accounts Payable

## Check Detail

User: ealvarez  
Printed: 02/11/2020 - 12:34PM



Check Number	Check Date		Amount
<b>ACTM3010 - Accountemps</b>			
309854	02/06/2020		
	Inv 55253194	Services of Vinny Sopaseuth w/e 1/31/202	2,626.00
309854 Total:			2,626.00
<b>ACTM3010 - Accountemps Total:</b>			2,626.00
<b>AIR6010 - Airgas USA LLC</b>			
309813	02/05/2020		
	Inv 9968439778	Oxygen Cylinder Rental	208.45
309813 Total:			208.45
<b>AIR6010 - Airgas USA LLC Total:</b>			208.45
<b>AT&amp;T5011 - AT&amp;T</b>			
309814	02/05/2020		
	Inv 626 405-0051	Monthly Service 01/11-02/10/2020	866.80
	Inv 626 577-6657	Monthly Service 01/13-02/12/2020	128.84
309814 Total:			995.64
309815	02/05/2020		
	Inv 000014218179	9391062308 12/20-01/19/2020	6,004.69
	Inv 000014237106	9391036942 12/27-01/26/2020	274.51
	Inv 000014237107	9391036943 12/27-01/26/2020	825.14
	Inv 000014237473	CLAPDSOPAS 12/27-01/26/2020	317.56
309815 Total:			7,421.90
<b>ATCN9011 - AT&amp;T Total:</b>			8,417.54
<b>CIN4011 - AT&amp;T --Cingular Wireless</b>			
309816	02/05/2020		
	Inv 287269956155x01	PD Mobile Devices 12/27-01/03/2020	706.69
	Inv 287288006612x01	PW Mobile Devices 12/03-01/02/2020	1,653.82
	Inv 287288006612x12	PW Mobile Devices 11/22-12/02/2020	1,661.25
309816 Total:			4,021.76
<b>CIN4011 - AT&amp;T --Cingular Wireless Total:</b>			4,021.76

Check Number	Check Date	Amount
<b>ATH0292 - Athens Disposal Company</b>		
309817	02/05/2020	
Inv SP002654	Bus Stop Barrel Pickup December 2019	2,148.83
309817 Total:		2,148.83
<b>ATH0292 - Athens Disposal Company Total:</b>		2,148.83
<b>ATSS6010 - Athens Services</b>		
309818	02/05/2020	
Inv SP0002624	Athens Services Mission / Meridian Garag	750.00
309818 Total:		750.00
<b>ATSS6010 - Athens Services Total:</b>		750.00
<b>BLWT4011 - Black &amp; White Emergency Vehicles</b>		
309855	02/06/2020	
Inv 3345	Installation of Equipment into Patrol Ve	3,955.62
309855 Total:		3,955.62
<b>BLWT4011 - Black &amp; White Emergency Vehicles Total:</b>		3,955.62
<b>WDFD6116 - Bob Wondries Ford</b>		
309856	02/06/2020	
Inv 592480	Repairs to Unit # 0213 ( Airbag, Brakes,	4,999.99
309856 Total:		4,999.99
<b>WDFD6116 - Bob Wondries Ford Total:</b>		4,999.99
<b>DEP5072 - CA Dept of Transportation</b>		
309819	02/05/2020	
Inv SL200340	Shared cost with Caltrans forTraffic Si	4,449.64
309819 Total:		4,449.64
<b>DEP5072 - CA Dept of Transportation Total:</b>		4,449.64
<b>CDTF5010 - CA Dept. of Tax &amp; Fee Administration</b>		
309820	02/05/2020	
Inv 44-010139	Tank Maint. Fee Jan-Dec 2019	476.55
309820 Total:		476.55
<b>CDTF5010 - CA Dept. of Tax &amp; Fee Administration Total:</b>		476.55
<b>CPR8031 - CA Park &amp; Recreation Society</b>		



Check Number	Check Date	Amount
309821	02/05/2020	
Inv 137625	CPRS Membership - ID: 137625	165.00
309821 Total:		165.00
<b>CPR8031 - CA Park &amp; Recreation Society Total:</b>		165.00
<b>CAR7997 - Carpet 4 Less</b>		
309857	02/06/2020	
Inv 5150	WMB Floor Replacement - Orange Grove Mid	1,720.00
309857 Total:		1,720.00
<b>CAR7997 - Carpet 4 Less Total:</b>		1,720.00
<b>CDW5246 - CDW Government Inc</b>		
309822	02/05/2020	
Inv WNB4205	Upgrade Kit to 16GB Kit	155.84
Inv WNH5648	MS Windows Professional 10	258.94
309822 Total:		414.78
309858	02/06/2020	
Inv WGF9644	Microsoft Surface Pro, Docking Station &	1,916.28
309858 Total:		1,916.28
<b>CDW5246 - CDW Government Inc Total:</b>		2,331.06
<b>CBSE6010 - Cell Business Equipment</b>		
309823	02/05/2020	
Inv IN2196457	Xerox Toner	27.00
Inv IN2212564	Xerox Toner Shipping	24.63
309823 Total:		51.63
<b>CBSE6010 - Cell Business Equipment Total:</b>		51.63
<b>CR2011 - Circlepoint</b>		
309859	02/06/2020	
Inv 1912026	Contract Services for (CirclePoint) 12/	2,362.18
309859 Total:		2,362.18
<b>CR2011 - Circlepoint Total:</b>		2,362.18
<b>CCAC1020 - City Clerk's Assoc. of CA</b>		
309824	02/05/2020	
Inv 4975	City Clerk Membership Renewal January to	27.50
309824 Total:		27.50

Check Number	Check Date	Amount
<b>CCAC1020 - City Clerk's Assoc. of CA Total:</b>		27.50
<b>PCYD6010 - City of South Pasadena-Yard</b>		
309825	02/05/2020	
Inv 08.08.2019	Reimb, Petty Cash	9.28
Inv 08.14.2019	Reimb, Petty Cash	5.80
Inv 08.19.2019	Reimb, Petty Cash	7.42
Inv 08.23.2019	Reimb, Petty Cash	170.83
Inv 08.26.2019	Reimb, Petty Cash	9.74
Inv 09.04.2019	Reimb, Petty Cash	19.48
Inv 09.09.2019	Reimb, Petty Cash	23.55
Inv 09.17.2019	Reimb, Petty Cash	14.84
Inv 09.18.2019	Reimb, Petty Cash	20.99
309825 Total:		281.93
<b>PCYD6010 - City of South Pasadena-Yard Total:</b>		281.93
<b>CMME4011 - Commline Inc.</b>		
309860	02/06/2020	
Inv 0161054-IN	Repair of PD 2012 Chevy TahoeBlack & Wh	646.37
Inv 0164501-IN	Repair of Unit Lic # 1238812	952.03
Inv 0164504-IN	Repair of Unit 2008 PD Ford Truck	300.00
Inv 0170211-IN	Repair of Unit198	479.03
Inv 0174817-IN	Repair of Unit 1798	395.87
Inv 0174818-IN	Repair of Unit1404	375.00
309860 Total:		3,148.30
<b>CMME4011 - Commline Inc. Total:</b>		3,148.30
<b>DSP0755 - D &amp; S Printing</b>		
309861	02/06/2020	
Inv 8586	Public Works Mission Statement Cards	97.46
309861 Total:		97.46
<b>DSP0755 - D &amp; S Printing Total:</b>		97.46
<b>DIG0800 - Digital Telecommunications Corp</b>		
309826	02/05/2020	
Inv 37477	IT - Phones March 2020	927.00
309826 Total:		927.00
<b>DIG0800 - Digital Telecommunications Corp Total:</b>		927.00
<b>DUN1111 - Dunn, Daniel</b>		
309827	02/05/2020	
Inv P20651	Reimb. for paramedic license renewal (P2	200.00

Check Number	Check Date	Amount
309827 Total:		200.00
<b>DUN1111 - Dunn, Daniel Total:</b>		200.00
<b>EURO6710 - Eurofins Eaton Analytical</b>		
309828	02/05/2020	
Inv L0452169	Water Quality Laboratory Testing Service	60.00
Inv L0452170	Water Quality Laboratory Testing Service	60.00
Inv L0452171	Water Quality Laboratory Testing Service	60.00
Inv L0452172	Water Quality Laboratory Testing Service	60.00
Inv L0456682	Water Quality Laboratory Testing Service	127.00
Inv L0456967	Water Quality Laboratory Testing Service	44.00
Inv L0458987	Water Quality Laboratory Testing Service	300.00
Inv L0459187	Water Quality Laboratory Testing Service	127.00
Inv L0460961	Water Quality Laboratory Testing Service	300.00
Inv L0461747	Water Quality Laboratory Testing Service	127.00
Inv L0461749	Water Quality Laboratory Testing Service	40.00
Inv L0462425	Water Quality Laboratory Testing Service	100.00
Inv L0463258	Water Quality Laboratory Testing Service	27.00
Inv L0465862	Water Quality Laboratory Testing Service	300.00
Inv L0471858	Water Quality Laboratory Testing Service	44.00
Inv L0476512	Water Quality Laboratory Testing Service	44.00
Inv L0476712	Water Quality Laboratory Testing Service	24.00
Inv L0478165	Water Quality Laboratory Testing Service	275.00
Inv L0479516	Water Quality Laboratory Testing Service	450.00
Inv L0480187	Water Quality Laboratory Testing Service	127.00
Inv L0481199	Water Quality Laboratory Testing Service	450.00
Inv L0482048	Water Quality Laboratory Testing Service	44.00
Inv L0482049	Water Quality Laboratory Testing Service	127.00
Inv L0482223	Water Quality Laboratory Testing Service	300.00
Inv L0486049	Water Quality Laboratory Testing Service	300.00
Inv L0487619	Water Quality Laboratory Testing Service	30.00
309828 Total:		3,947.00
<b>EURO6710 - Eurofins Eaton Analytical Total:</b>		3,947.00
<b>EVBR4010 - Everbridge Inc.</b>		
309862	02/06/2020	
Inv M46293	Nixel Engagement for Press Releases, Eme	4,288.95
309862 Total:		4,288.95
<b>EVBR4010 - Everbridge Inc. Total:</b>		4,288.95
<b>FWWS1400 - Ferguson Waterworks #1083</b>		
309829	02/05/2020	
Inv 06774990	Purchase of Stock for Water Distribution	6,371.14
309829 Total:		6,371.14

Check Number	Check Date	Amount
<b>FWWS1400 - Ferguson Waterworks #1083 Total:</b>		6,371.14
<b>COBR7131 - Flex Advantage</b>		
309830	02/05/2020	
Inv 117257	Reimb. Retirees Dec. 2019 Admin Fees	1,661.44
309830 Total:		1,661.44
<b>COBR7131 - Flex Advantage Total:</b>		1,661.44
<b>GALL5011 - Galls, LLC</b>		
309863	02/06/2020	
Inv 014715632	LAPD Black Series AXB111A Vest	738.18
Inv 014726376	LAPD Black Series Vest for Motor Officer	738.18
Inv 014801890	LAPD Black Series Vest for Chief Ortiz	738.18
309863 Total:		2,214.54
<b>GALL5011 - Galls, LLC Total:</b>		2,214.54
<b>GDWE6711 - Golden West Electric</b>		
309864	02/06/2020	
Inv 3305	Emergency Repair to Damaged Electric Pan	3,072.32
309864 Total:		3,072.32
<b>GDWE6711 - Golden West Electric Total:</b>		3,072.32
<b>HOM1515 - Home Depot Credit Services</b>		
309831	02/05/2020	
Inv 1125422	Citywide Supplies	191.82
Inv 2740275	Citywide Supplies	36.92
Inv 295715	Citywide Supplies	218.67
Inv 2970315	Citywide Supplies	963.91
Inv 3513515	Citywide Supplies	65.61
Inv 3972371	Citywide Supplies	315.04
Inv 4380721	Citywide Supplies	27.35
Inv 5468864	Citywide Supplies	174.84
Inv 5740501	Citywide Supplies	135.78
Inv 5744051	Citywide Supplies	392.38
Inv 6900445	Citywide Supplies	45.00
Inv 7740045	Citywide Supplies	141.26
Inv 7743993	Citywide Supplies	5.67
Inv 8283836	Citywide Supplies	270.89
Inv 9753981	Citywide Supplies	103.23
Inv 9753982	Citywide Supplies	8.52
309831 Total:		3,096.89
<b>HOM1515 - Home Depot Credit Services Total:</b>		3,096.89

Check Number	Check Date	Amount
<b>IICC8025 - Irwindale Industrial Clinic</b>		
309832	02/05/2020	
Inv 279976-940057	Drug Screen for Transit Staff	75.00
309832 Total:		75.00
<b>IICC8025 - Irwindale Industrial Clinic Total:</b>		
		75.00
<b>CUR7778 - L.N. Curtis &amp; Sons</b>		
309865	02/06/2020	
Inv INV353528	Safety Clothing / Equipment SBCA Facepie	947.76
309865 Total:		947.76
<b>CUR7778 - L.N. Curtis &amp; Sons Total:</b>		
		947.76
<b>LDCR6410 - LandCare USA LLC</b>		
309866	02/06/2020	
Inv 236555	Landscape Maint. for City June 2019	25,581.89
Inv 263457	Landscape Maint. for City October 2019	25,783.15
Inv 278040	Landscape Maint. for City December 2019	25,783.15
309866 Total:		77,148.19
<b>LDCR6410 - LandCare USA LLC Total:</b>		
		77,148.19
<b>LCCS8060 - League of CA Cities</b>		
309833	02/05/2020	
Inv 628456	League of CA Cities Membership Dues 2020	10,682.00
309833 Total:		10,682.00
<b>LCCS8060 - League of CA Cities Total:</b>		
		10,682.00
<b>LCW7456 - Liebert Cassidy Whimore</b>		
309834	02/05/2020	
Inv 10281	Armine Trashian Registration:Understand	350.00
309834 Total:		350.00
<b>LCW7456 - Liebert Cassidy Whimore Total:</b>		
		350.00
<b>MCOA8030 - M Coach</b>		
309835	02/05/2020	
Inv 10066	Balanced Owed for Excursion to Rogers Ga	218.38
309835 Total:		218.38
<b>MCOA8030 - M Coach Total:</b>		
		218.38

Check Number	Check Date	Amount
<b>MBFEC106 - Marx Bros. Fire Extinguisher Co.</b>		
309836	02/05/2020	
Inv 918286	Dry Chemical Extinguishers	55.00
309836 Total:		55.00
<b>MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:</b>		
		55.00
<b>TTFC1021 - Maureen Kane &amp; Associates, Inc.</b>		
309837	02/05/2020	
Inv 114-2020	Technical Training for ClerksSeries 300	1,550.00
309837 Total:		1,550.00
<b>TTFC1021 - Maureen Kane &amp; Associates, Inc. Total:</b>		
		1,550.00
<b>NCMC4011 - New Century Motorcycles</b>		
309867	02/06/2020	
Inv 82820	Replace Front & Rear Tires & Balance	651.26
309867 Total:		651.26
<b>NCMC4011 - New Century Motorcycles Total:</b>		
		651.26
<b>OFF4011 - Office Solutions</b>		
309868	02/06/2020	
Inv I-01680547	Cartons of JDIC (Dispatch) Paper	546.07
309868 Total:		546.07
<b>OFF4011 - Office Solutions Total:</b>		
		546.07
<b>PART4011 - Party Pronto, Inc.</b>		
309838	02/05/2020	
Inv O36296	Special Events: Snow Day 5 in1 Jumper/S	393.00
309838 Total:		393.00
<b>PART4011 - Party Pronto, Inc. Total:</b>		
		393.00
<b>PWP4465 - Pasadena Water &amp; Power</b>		
309839	02/05/2020	
Inv 80176-1	Water Purchase for the Pasadena Pressure	2,094.89
309839 Total:		2,094.89
<b>PWP4465 - Pasadena Water &amp; Power Total:</b>		
		2,094.89
<b>PUWA8020 - Pure Water</b>		
309840	02/05/2020	

Check Number	Check Date	Amount
Inv 201917949	Department Supplies - February 2020	87.39
309840 Total:		87.39
<b>PUWA8020 - Pure Water Total:</b>		87.39
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine</b>		
309869	02/06/2020	
Inv I66570	Legal Notice - for Alpha Ave.& Camino D	645.00
309869 Total:		645.00
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Total:</b>		645.00
<b>SDSI0107 - Security Design Systems, Inc.</b>		
309870	02/06/2020	
Inv 225179	50 Access Control Cards	600.00
309870 Total:		600.00
<b>SDSI0107 - Security Design Systems, Inc. Total:</b>		600.00
<b>ER29320 - Smith, Eric</b>		
309841	02/05/2020	
Inv 101676/108896	Refund Security Deposit for WMB 11/16/20	500.00
309841 Total:		500.00
<b>ER29320 - Smith, Eric Total:</b>		500.00
<b>SOU6666 - So. CA Edison Co.</b>		
309871	02/06/2020	
Inv 3-002-4472-77	12/24-01/25/2020	924.39
Inv 3-002-4472-78	12/24-01/25/2020	442.93
Inv 3-003-6653-57	10/24-11/23/19	3,199.02
Inv 3-011-4089-57	12/24-01/25/2020	36.67
Inv 3-022-6897-72	12/23/19-01/24/2020	11.15
Inv 3-022-6898-28	12/30/19-01/29/2020	10.76
Inv 3-023-6580-86	12/24-01/25/2020	14.66
Inv 3-023-7462-29	12/24-01/25/2020	85.62
Inv 3-023-7844-31	12/24-01/25/2020	11.54
Inv 3-023-8283-79	12/24-01/25/2020	13.98
Inv 3-026-3223-65	12/26/19-01/27/2020	14.94
Inv 3-028-7013-82	12/24-01/25/2020	36.25
Inv 3-029-2458-05	12/26-01/27/2020	33.01
Inv 3-032-0513-93	12/26-01/27/2020	30.60
Inv 3-032-2521-62	12/23-01/24/2020	30.54
Inv 3-032-4192-98	12/26-01/27/2020	21.45
Inv 3-033-3452-62	12/20-01/22/2020	218.09
Inv 3-035-6502-21	12/23/19-01/24/2020	427.37
Inv 3-037-6075-39	12/23/19-01/24/2020	28.82
Inv 3-045-8045-41	12/23/19-01/24/2020	11.69

Check Number	Check Date	Amount
Inv 3-048-3504-98	12/24-01/25/2020	615.89
Inv 3-048-3508-41	12/24-01/25/2020	1,497.04
Inv 3-048-3508-62	12/24-01/25/2020	0.58
Inv 3-048-3508-76	12/24-01/25/2020	974.42
Inv 3-048-3509-87	12/24-01/25/2020	4.45
Inv 3-048-3512-00	12/24-01/25/2020	192.96
Inv 3-048-3518-27	12/24-01/25/2020	1.75
Inv 3-048-3519-30	10/24-11/23/19	3,279.53
Inv 3-048-3534-21	12/24-01/25/2020	18.01
Inv 3-048-3587-36	12/26/19-01/27/2020	3.67
Inv 3-048-3594-16	12/26-01/27/2020	9.33
Inv 3-048-3599-58	12/26-01/27/2020	17.98
Inv 3-048-3733-54	12/30/19-01/29/2020	0.30
Inv 3-048-4948-55	12/20-01/22/2020	162.14
Inv 3-048-5123-18	12/26-01/27/2020	16.04
Inv 3-048-5123-44	12/23-01/24/2020	19.21
Inv 3-048-5126-22	12/23/19-01/24/2020	0.29
Inv 3-048-5132-96	12/23/19-01/24/2020	14.01
Inv 3-048-5135-50	12/23/19-01/24/2020	194.53
Inv 3-048-5135-90	12/24-01/25/2020	86.34
309871 Total:		12,711.95
<b>SOU6666 - So. CA Edison Co. Total:</b>		12,711.95
<b>STA5219 - Staples Business Advantage</b>		
309842	02/05/2020	
Inv 3434187042	Finance - Office Supplies	486.71
Inv 3434187043	Finance - Office Supplies	-31.70
Inv 3434380202	Finance - Office Supplies	31.70
Inv 3435781652	Community Services - Office Supplies	79.42
Inv 3436111270	Community Services - Office Supplies	151.79
Inv 3436310683	Management Services - Office Supplies	128.98
Inv 3436417052	Management Services - Office Supplies	64.13
Inv 3436492102	Management Services - Office Supplies	255.04
309842 Total:		1,166.07
309872	02/06/2020	
Inv 3434025814	Building Maint. Supplies for Chief Riddl	689.50
Inv 3434448899	Building Maint. Supplies for Chief Riddl	546.61
Inv 3434448900	Building Maint. Supplies for Chief Riddl	425.94
Inv 3434713459	Building Maint. Supplies for Chief Riddl	1,642.49
309872 Total:		3,304.54
<b>STA5219 - Staples Business Advantage Total:</b>		4,470.61
<b>SWCB6711 - State Water Resource Control Board</b>		
309843	02/05/2020	
Inv 26849	Julian Lee Water Treatment Certification	55.00
Inv 29431	Julian Lee Water Distribution Certificat	55.00
309843 Total:		110.00



Check Number	Check Date	Amount
<b>SWCB6711 - State Water Resource Control Board Total:</b>		110.00
<b>TACS8020 - The Activ Consulting Group</b>		
309873	02/06/2020	
Inv 0005	Mayor Pro Tem Diana Mahmud Council Portr	75.00
309873 Total:		75.00
<b>TACS8020 - The Activ Consulting Group Total:</b>		75.00
<b>SOGA6501 - The Gas Company</b>		
309844	02/05/2020	
Inv 196-493-8529 1	CNG for City Vehicles	560.56
309844 Total:		560.56
309845	02/05/2020	
Inv 072 519 1300 5	12/13/12-01/14/2020	18.11
Inv 080 919 2900 3	12/13/12-01/14/2020	568.49
Inv 080 919 3600 8	12/13/12-01/14/2020	126.90
Inv 083 019 3600 4	12/13/12-01/14/2020	146.10
Inv 135 519 3700 9	12/13/12-01/14/2020	460.23
Inv 137 619 3700 5	12/13/12-01/14/2020	338.49
Inv 148 220 0900 8	12/13/12-01/14/2020	108.48
309845 Total:		1,766.80
<b>SOU5030 - The Gas Company Total:</b>		2,327.36
<b>REG7210 - The Regents of University of California</b>		
309846	02/05/2020	
Inv 96355	PD Team Building Workshop LACC Conferenc	4,860.00
309846 Total:		4,860.00
<b>REG7210 - The Regents of University of California Total:</b>		4,860.00
<b>TIM4011 - Time Warner Cable</b>		
309847	02/05/2020	
Inv 008 0251967	Account # 8448 30 0251967 01/22-02/21/20	215.29
Inv 008 0269985	Account # 8448 30 008 026998512/17/2019	352.52
Inv 008 0345504	Account # 8448 30 008 034550401/21-02/2	360.00
309847 Total:		927.81
<b>TIM4011 - Time Warner Cable Total:</b>		927.81
<b>UCL6115 - UCLA Center for Prehospital Care</b>		
309848	02/05/2020	
Inv 2456	Continuing Education for Paramedic - Jan	2,344.60

Check Number	Check Date	Amount
309848 Total:		2,344.60
<b>UCL6115 - UCLA Center for Prehospital Care Total:</b>		2,344.60
<b>UMPQUA52 - UMPQUA Bank</b>		
309849	02/05/2020	
Inv 01.27.2020	UMPQUA Transaction Balance	269.72
309849 Total:		269.72
<b>UMPQUA52 - UMPQUA Bank Total:</b>		269.72
<b>POR4707 - United Site Services, Inc.</b>		
309850	02/05/2020	
Inv 114-9688662	Portable Toilet Svcs. for Skate Park 12/	318.67
309850 Total:		318.67
<b>POR4707 - United Site Services, Inc. Total:</b>		318.67
<b>VEBU3010 - Verizon Business Svcs, MCI Comm Service</b>		
309851	02/05/2020	
Inv SV193519	Verizon Customer ID: SV193519	7.52
309851 Total:		7.52
<b>VEBU3010 - Verizon Business Svcs, MCI Comm Service Total:</b>		7.52
<b>VERW6711 - Verizon Wireless</b>		
309852	02/05/2020	
Inv 9846524424	Account # 842311063-00001	503.14
Inv 9846966897	Account # 571839627-00001	32.06
309852 Total:		535.20
<b>VERW6711 - Verizon Wireless Total:</b>		535.20
<b>WIL2010 - Willdan Engineering</b>		
309874	02/06/2020	
Inv 00415716	On-Call Construction Mgmt. & Inspection	20,010.00
309874 Total:		20,010.00
<b>WIL2010 - Willdan Engineering Total:</b>		20,010.00
<b>XRXF5010 - Xerox Financial Svcs</b>		
309853	02/05/2020	
Inv 1939491	Citywide Copier Lease Payment01/10-02/0	1,893.11
Inv 1944699	Garfield Plant Copier Lease Payment 01/0	273.17

Check Number	Check Date	Amount
309853 Total:		2,166.28
<b>XRXF5010 - Xerox Financial Svcs Total:</b>		2,166.28
Total:		215,697.38

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

# Accounts Payable

## Check Detail

User: ealvarez  
Printed: 02/11/2020 - 4:01PM



Check Number	Check Date		Amount
<b>ALH0179 - Alhambra Car Wash</b>			
309875	02/19/2020		
	Inv 01.06.2020	Police Department Card WashesDecember 2	44.00
	Inv 12.07.2019	Police Department Card WashesNovember 2	143.00
309875 Total:			187.00
<b>ALH0179 - Alhambra Car Wash Total:</b>			187.00
<b>ACMT2920 - All City Management</b>			
309876	02/19/2020		
	Inv 66093	Crossing Guard Services 12/29-01/11/2020	3,218.13
309876 Total:			3,218.13
<b>ACMT2920 - All City Management Total:</b>			3,218.13
<b>AMPM5011 - AM/PM Door, Inc.</b>			
309877	02/19/2020		
	Inv 40978-42320	Fire Parking Lot Gate-Inoperable (Repair	303.48
309877 Total:			303.48
<b>AMPM5011 - AM/PM Door, Inc. Total:</b>			303.48
<b>AMBB9289 - American Business Bank</b>			
309878	02/19/2020		
	Inv 17	Graves Reservoir Project Escrow Account	133,492.50
309878 Total:			133,492.50
<b>AMBB9289 - American Business Bank Total:</b>			133,492.50
<b>AME0217 - American Public Works Assn.</b>			
309879	02/19/2020		
	Inv 813677	APWA Membership for Kristine Courdy	260.00
309879 Total:			260.00
<b>AME0217 - American Public Works Assn. Total:</b>			260.00

Check Number	Check Date	Amount
<b>AND0239 - Anderson Business Technology</b>		
309880	02/19/2020	
Inv 235211	Equipment Maint. Typewriter Repair	170.48
309880 Total:		170.48
<b>AND0239 - Anderson Business Technology Total:</b>		170.48
<b>ANT0243 - Antrim's Security Co., Inc.</b>		
309881	02/19/2020	
Inv 56026	Library Key Duplication	22.05
309881 Total:		22.05
<b>ANT0243 - Antrim's Security Co., Inc. Total:</b>		22.05
<b>AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority</b>		
309882	02/19/2020	
Inv 19-2	Cost of Strategic Plan Consultant	2,763.00
309882 Total:		2,763.00
<b>AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority Total:</b>		2,763.00
<b>BAK0369 - Baker &amp; Taylor Books</b>		
309883	02/19/2020	
Inv 2034987434	Purchase of Books & Library Materials	950.04
Inv 2034998790	Purchase of Books & Library Materials	457.53
Inv 2035006528	Purchase of Books & Library Materials	1,038.45
Inv 2035019178	Purchase of Books & Library Materials	952.80
Inv 2035034050	Purchase of Books & Library Materials	130.41
Inv 2035046168	Purchase of Books & Library Materials	529.90
Inv 2035046446	Purchase of Books & Library Materials	138.74
Inv 2035056357	Purchase of Books & Library Materials	75.17
309883 Total:		4,273.04
<b>BAK0369 - Baker &amp; Taylor Books Total:</b>		4,273.04
<b>BAK0366 - Baker &amp; Taylor Entertainment</b>		
309884	02/19/2020	
Inv H42662960	Purchase of CD's and DVD's & Library Mat	19.71
Inv H42894230	Purchase of CD's and DVD's & Library Mat	83.73
Inv H42921360	Purchase of CD's and DVD's & Library Mat	17.00
Inv H43010240	Purchase of CD's and DVD's & Library Mat	13.76
Inv H43149250	Purchase of CD's and DVD's & Library Mat	111.64
Inv H43170910	Purchase of CD's and DVD's & Library Mat	28.73
309884 Total:		274.57
<b>BAK0366 - Baker &amp; Taylor Entertainment Total:</b>		274.57

Check Number	Check Date	Amount
<b>WDFD6116 - Bob Wondries Ford</b>		
309885	02/19/2020	
Inv 597586	Repairs to Vehicle # 0521 (Tire Sensor,	420.55
309885 Total:		420.55
<b>WDFD6116 - Bob Wondries Ford Total:</b>		
		420.55
<b>BDCO8011 - Bodart Co. Library Supplies and Furnishings</b>		
309886	02/19/2020	
Inv 547598	Library Supplies: Stickers, Rings	176.33
309886 Total:		176.33
<b>BDCO8011 - Bodart Co. Library Supplies and Furnishings Total:</b>		
		176.33
<b>TYBL7000 - Borrello, Tyler</b>		
309887	02/19/2020	
Inv 01.15.2020	PD Reimb. Commuter Lunch for POST Traini	8.00
309887 Total:		8.00
<b>TYBL7000 - Borrello, Tyler Total:</b>		
		8.00
<b>BUR4018 - Burro Canyon Shooting Park</b>		
309888	02/19/2020	
Inv 2045	10/25/19 Range Fee	70.00
Inv 2064	11/08/19 Range Fee	110.00
309888 Total:		180.00
<b>BUR4018 - Burro Canyon Shooting Park Total:</b>		
		180.00
<b>CAP4010 - CA Ass'n of Property &amp; Evidence</b>		
309889	02/19/2020	
Inv 08369	Membership Renewal Fee for Police Dept.	50.00
309889 Total:		50.00
<b>CAP4010 - CA Ass'n of Property &amp; Evidence Total:</b>		
		50.00
<b>CALA8010 - CA Library Association</b>		
309890	02/19/2020	
Inv 300008529	CA Library Assn. Silver Enchanced Instit	1,100.00
309890 Total:		1,100.00
<b>CALA8010 - CA Library Association Total:</b>		
		1,100.00

Check Number	Check Date	Amount
<b>CAL5236 - CA Linen Services</b>		
309891	02/19/2020	
Inv 1746602	Department Supplies - Linens for Fire De	98.59
Inv 1748952	Department Supplies - Linens for Fire De	96.54
309891 Total:		195.13
<b>CAL5236 - CA Linen Services Total:</b>		195.13
<b>CAME2015 - CA Maintenance &amp; Environmental</b>		
309892	02/19/2020	
Inv 31858	Underground Service Facility	130.00
309892 Total:		130.00
<b>CAME2015 - CA Maintenance &amp; Environmental Total:</b>		130.00
<b>CPC4011 - CA Police Chiefs Ass'n</b>		
309893	02/19/2020	
Inv 14831	Training Class Feb.20 for Deputy Solinks	150.00
Inv 14837	Training Class May 14th for Deputy Solin	99.00
309893 Total:		249.00
<b>CPC4011 - CA Police Chiefs Ass'n Total:</b>		249.00
<b>CAN0607 - Cantu Graphics</b>		
309894	02/19/2020	
Inv 5716	Updated High Risk Map for FD Code Adopti	10.95
309894 Total:		10.95
<b>CAN0607 - Cantu Graphics Total:</b>		10.95
<b>CWNC2501 - Carl Warren &amp; Company</b>		
309895	02/19/2020	
Inv 1897039-1897041	Liability Claims Service Fee 01/2020	362.70
309895 Total:		362.70
<b>CWNC2501 - Carl Warren &amp; Company Total:</b>		362.70
<b>GLCG8011 - Cengage Learning Inc. / Gale</b>		
309896	02/19/2020	
Inv 69510598	Renewal of Library Subscriptions to Gale	5,271.00
309896 Total:		5,271.00
<b>GLCG8011 - Cengage Learning Inc. / Gale Total:</b>		5,271.00



Check Number	Check Date	Amount
<b>CORE6011 - CoreLogic Information Solutions, Inc.</b>		
309897	02/19/2020	
Inv 82000217	LACO Property Information Database	300.00
309897 Total:		300.00
<b>CORE6011 - CoreLogic Information Solutions, Inc. Total:</b>		300.00
<b>DEM0777 - Demco</b>		
309898	02/19/2020	
Inv 6750019	Library Supplies: CD/DVD Overlay Tags	466.94
309898 Total:		466.94
<b>DEM0777 - Demco Total:</b>		466.94
<b>DIG0800 - Digital Telecommunications Corp</b>		
309899	02/19/2020	
Inv 37310	Changes to Library Extensions325, 356,	465.00
309899 Total:		465.00
<b>DIG0800 - Digital Telecommunications Corp Total:</b>		465.00
<b>EME18021 - Electro Medical Equipment Inc.</b>		
309900	02/19/2020	
Inv 0075598-IN	Lime & Blueberry 50yd Exercise Bands	116.37
309900 Total:		116.37
<b>EME18021 - Electro Medical Equipment Inc. Total:</b>		116.37
<b>EMRS4010 - Emergency Response Crime Scene Cleaning</b>		
309901	02/19/2020	
Inv T2019-582	Decon Patrol Unit # 198 Cleanup (Vomit)	250.00
309901 Total:		250.00
<b>EMRS4010 - Emergency Response Crime Scene Cleaning Total:</b>		250.00
<b>ENT5426 - Entenmann-Rovin</b>		
309902	02/19/2020	
Inv 0148759-IN	Two Police Lieutenant Hat Pieces	196.94
Inv 0149238-IN	ReNUMBER Police Assistant Badge from 9 t	78.06
309902 Total:		275.00
<b>ENT5426 - Entenmann-Rovin Total:</b>		275.00
<b>FED1109 - FedEx</b>		

Check Number	Check Date	Amount
309903	02/19/2020	
Inv 6-900-08247	Express Delivery Service Public Works	77.42
309903 Total:		77.42
<b>FED1109 - FedEx Total:</b>		77.42
<b>GALS5010 - Galls</b>		
309904	02/19/2020	
Inv 013743569	PD Accessories	78.18
Inv 013953747	Safety Vest, Lrg Vest,	116.03
Inv 013996759	PD Accessories	222.02
Inv 013996769	PD Accessories	73.98
Inv 014477565	MKIII Mace Case	19.82
Inv 014492190	Oakley SI Ballistic Det Cord Matte Black	156.77
Inv 014539558	Bike Pants and Accessories for Officer D	377.93
Inv 014539712	ACCUMOLD Double Mag 23/31" Rotating Side	77.30
Inv 014638185	PD Accessories	35.77
309904 Total:		1,157.80
<b>GALS5010 - Galls Total:</b>		1,157.80
<b>GALL5011 - Galls, LLC</b>		
309905	02/19/2020	
Inv 014766617	5.11 Performance Polo Embroidery, Police	87.86
309905 Total:		87.86
<b>GALL5011 - Galls, LLC Total:</b>		87.86
<b>GAY8856 - Gaylord Bros., Inc.</b>		
309906	02/19/2020	
Inv 2642060	Library Archival Supplies	156.96
309906 Total:		156.96
<b>GAY8856 - Gaylord Bros., Inc. Total:</b>		156.96
<b>THR5910 - George L.Throop Co.</b>		
309907	02/19/2020	
Inv 2956	Cement Bags for Stock Pile inService Ya	736.51
Inv 2968	Gutter Repair at 1843 Via DelRey	514.18
309907 Total:		1,250.69
<b>THR5910 - George L.Throop Co. Total:</b>		1,250.69
<b>HIW6710 - Hi-Way Safety Inc</b>		
309908	02/19/2020	
Inv 98144	Signs Ordered for City Hall Parking	219.75

Check Number	Check Date	Amount
309908 Total:		219.75
<b>HIW6710 - Hi-Way Safety Inc Total:</b>		219.75
<b>INCG6011 - Interwest Consulting Group</b>		
309909	02/19/2020	
Inv 56198	Plan Check & Public Works Capital Improv	11,200.00
309909 Total:		11,200.00
<b>INCG6011 - Interwest Consulting Group Total:</b>		11,200.00
<b>INT4011 - Int'l Ass'n for Prop &amp; Evid Inc</b>		
309910	02/19/2020	
Inv M20-12268	Membership Renewal Fee for PDProperty C	50.00
309910 Total:		50.00
<b>INT4011 - Int'l Ass'n for Prop &amp; Evid Inc Total:</b>		50.00
<b>JSAR4011 - Jack's Auto Repair</b>		
309911	02/19/2020	
Inv 16,565	PD Vehicle Maint. Unit #198	812.56
Inv 16,570	PD Maint. Unit # 1201 (Oil & Filer Chang	66.03
Inv 16,576	PD Annual Vehicle Maint. Unit# 0908	72.05
Inv 16,580	PD Annual Vehicle Maint. Unit# 1501	175.85
309911 Total:		1,126.49
<b>JSAR4011 - Jack's Auto Repair Total:</b>		1,126.49
<b>KAR1897 - Karbelnig, Dr. Alan</b>		
309912	02/19/2020	
Inv 01.03.2020	Fee for PreEmployment Psychological Eval	400.00
Inv 01.15.2020	Fee for PreEmployment Psychological Eval	400.00
309912 Total:		800.00
<b>KAR1897 - Karbelnig, Dr. Alan Total:</b>		800.00
<b>LADA8021 - L.A.C. District Attorney's</b>		
309913	02/19/2020	
Inv 19-1113	Legal Services 08/1-11/30/19	384.13
309913 Total:		384.13
<b>LADA8021 - L.A.C. District Attorney's Total:</b>		384.13
<b>CUR7778 - L.N. Curtis &amp; Sons</b>		

Check Number	Check Date	Amount
309914	02/19/2020	
Inv INV353130	Safety Clothing / Equipment	1,531.43
309914 Total:		1,531.43
<b>CUR7778 - L.N. Curtis &amp; Sons Total:</b>		1,531.43
<b>RCLE4011 - Lee, Rachel</b>		
309915	02/19/2020	
Inv Mar. 02-20,2020	Training Class March 02-20 for P.A. Lee	2,079.43
309915 Total:		2,079.43
<b>RCLE4011 - Lee, Rachel Total:</b>		2,079.43
<b>NNYR2013 - Nelson Nygaard Consult. Assoc.</b>		
309916	02/19/2020	
Inv 75190	Neighborhood Traffic Mgmt Plan	2,537.50
309916 Total:		2,537.50
<b>NNYR2013 - Nelson Nygaard Consult. Assoc. Total:</b>		2,537.50
<b>NEOF8011 - Neofunds</b>		
309917	02/19/2020	
Inv 790004408068204	Postage Meter Acct# 7900 04408068 2044	564.81
309917 Total:		564.81
<b>NEOF8011 - Neofunds Total:</b>		564.81
<b>NCMC4011 - New Century Motorcycles</b>		
309918	02/19/2020	
Inv 83042	Annual Service for MotorcycleLic # 3011	464.91
309918 Total:		464.91
<b>NCMC4011 - New Century Motorcycles Total:</b>		464.91
<b>OMEG4011 - Omega Polygraph</b>		
309919	02/19/2020	
Inv 01709	Fee for Pre-Employment Examinations for	600.00
309919 Total:		600.00
<b>OMEG4011 - Omega Polygraph Total:</b>		600.00
<b>PHCP9255 - Pacific Hydrotech Corp.</b>		
309920	02/19/2020	
Inv 17	Graves Reservoir Replacement Project	2,536,357.50

Check Number	Check Date	Amount
309920 Total:		2,536,357.50
<b>PHCP9255 - Pacific Hydrotech Corp. Total:</b>		2,536,357.50
<b>PHOE4610 - Phoenix Group Information Systems</b>		
309921	02/19/2020	
Inv 102019184	Citations Processed for October 2019	5,137.93
Inv 122019184	Citations Processed for December 2019	2,355.55
309921 Total:		7,493.48
<b>PHOE4610 - Phoenix Group Information Systems Total:</b>		7,493.48
<b>POSU8132 - Prudential Overall Supply</b>		
309922	02/19/2020	
Inv 52327533	Public Works Uniform CleaningSupply	65.09
Inv 52327534	Public Works Scraper Mats	12.47
Inv 52327535	Public Works Scraper Mats	19.35
Inv 52327536	Public Works Uniform CleaningSupply	73.70
Inv 52329734	Public Works Uniform Supply	67.73
Inv 52329735	Public Works Scraper Mats	12.47
Inv 52329736	Public Works Scraper Mats	19.35
Inv 52329737	Public Works Uniform Supply	73.70
309922 Total:		343.86
<b>POSU8132 - Prudential Overall Supply Total:</b>		343.86
<b>REF6601 - Refrigeration Supplies Distrib</b>		
309923	02/19/2020	
Inv 1521551-00	Air Conditioning Supplies 01/14/2020	94.42
309923 Total:		94.42
<b>REF6601 - Refrigeration Supplies Distrib Total:</b>		94.42
<b>RHAL9158 - RHA Landscape Architects-Planners</b>		
309924	02/19/2020	
Inv 1019015	Bike Lockers, Shelters, and Hitch Projec	245.00
309924 Total:		245.00
<b>RHAL9158 - RHA Landscape Architects-Planners Total:</b>		245.00
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine</b>		
309925	02/19/2020	
Inv A67220	Notice for Public Hearing 2019 Fire Code	97.50
309925 Total:		97.50

Check Number	Check Date	Amount
<b>SOU5250 - S.P.Review &amp; The Quarterly Magazine Total:</b>		97.50
<b>SCF1400 - SC Fuels</b>		
309926	02/19/2020	
Inv 1572386-IN	Public Works Service Facility- Gasoline	6,439.26
309926 Total:		6,439.26
<b>SCF1400 - SC Fuels Total:</b>		6,439.26
<b>SCAT6710 - Scott's Automotive</b>		
309927	02/19/2020	
Inv 14809	Starter C2500 Truck Unit # 330	248.19
309927 Total:		248.19
<b>SCAT6710 - Scott's Automotive Total:</b>		248.19
<b>SDSI0107 - Security Design Systems, Inc.</b>		
309928	02/19/2020	
Inv 224227	Maint. on PD Camera (Interrogation Room)	130.54
309928 Total:		130.54
<b>SDSI0107 - Security Design Systems, Inc. Total:</b>		130.54
<b>SCSC6116 - SoCal SealCoat Solutions, LLC</b>		
309929	02/19/2020	
Inv 28181	Materials used for Slurry Seal Roadways	472.91
309929 Total:		472.91
<b>SCSC6116 - SoCal SealCoat Solutions, LLC Total:</b>		472.91
<b>SCIV4011 - South Cities Investigations</b>		
309930	02/19/2020	
Inv SPPD-20-1	FEE for POST Pre-Employment Background	2,200.00
309930 Total:		2,200.00
<b>SCIV4011 - South Cities Investigations Total:</b>		2,200.00
<b>SPRE7011 - South Pasadena Review</b>		
309931	02/19/2020	
Inv CENP8	Annual Subscription for Police Departmen	60.00
309931 Total:		60.00
<b>SPRE7011 - South Pasadena Review Total:</b>		60.00

**STA5219 - Staples Business Advantage**

309932	02/19/2020	
Inv 3428778247	PD Office Supplies	7.98
Inv 3429297097	PD Office Supplies	61.31
Inv 3429297099	PD Office Supplies	158.22
Inv 3431369918	PD Office Supplies	55.29
Inv 3431554622	PD Office Supplies	82.47
Inv 3431554623	PD Office Supplies	35.68
Inv 3431554624	PD Office Supplies	432.56
Inv 3431554625	PD Office Supplies	106.95
Inv 3431856354	PD Office Supplies	88.99
Inv 3432079607	PD Office Supplies	97.44
Inv 3432079608	PD Office Supplies	256.19
Inv 3432733156	PD Office Supplies	102.04
Inv 3433098959	PD Office Supplies	87.90
Inv 3433098960	PD Office Supplies	127.29
Inv 3433098961	PD Office Supplies	488.37
Inv 3433463197	PD Office Supplies	323.94
Inv 3433463198	PD Office Supplies	460.96
Inv 3434187044	PD Office Supplies	357.81
Inv 3434448902	PD Office Supplies	491.25
Inv 3434980857	PD Office Supplies	240.44
Inv 3435703701	PW Office Supplies	102.69
Inv 3435781650	PD Office Supplies	262.52
Inv 3435879968	Library Office Supplies	152.72
Inv 343610687	PD Office Supplies	34.48
Inv 3436111266	Library Office Supplies	229.76
Inv 3436111267	Library Office Supplies	6.56
Inv 3436111268	PD Office Supplies	56.05
Inv 3436310685	Fire Dept. Office Supplies	122.63
Inv 3436310686	PW Office Supplies	63.04
Inv 3436417054	Library Office Supplies	20.01
Inv 3436417055	PD Office Supplies	212.96
Inv 3436714417	PW Office Supplies	49.30

309932 Total:	5,375.80
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<b>STA5219 - Staples Business Advantage Total:</b>	5,375.80
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**SWRCB833 - State Water Resources Control Board**

309933	02/19/2020	
Inv LW-1024387	FY19-20 Drinking Water SystemOperation	24,547.60

309933 Total:	24,547.60
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<b>SWRCB833 - State Water Resources Control Board Total:</b>	24,547.60
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**SUVA8022 - Sunset Vans Inc.**

309934	02/19/2020	
Inv 17964	Wheelchair Maint. Repair & Inspection fo	150.00
Inv 17965	Wheelchair Maint. Repair & Inspection fo	90.00

309934 Total:	240.00
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Check Number	Check Date	Amount
<b>SUVA8022 - Sunset Vans Inc. Total:</b>		240.00
<b>SCRR4010 - Superior Court of CA, County of LA</b>		
309935	02/19/2020	
Inv 740A	Revenue Distribution December2019	14,553.00
309935 Total:		14,553.00
<b>SCRR4010 - Superior Court of CA, County of LA Total:</b>		14,553.00
<b>TOM4455 - Tom's Clothing &amp; Uniforms Inc</b>		
309936	02/19/2020	
Inv 15720	Fire Dept. Uniform Expense Chief Riddle	240.89
309936 Total:		240.89
<b>TOM4455 - Tom's Clothing &amp; Uniforms Inc Total:</b>		240.89
<b>UPP7789 - Upper S.G.Mun. Water Dist.</b>		
309937	02/19/2020	
Inv 2/12-19	Water Purchase from MWD	11,645.30
309937 Total:		11,645.30
<b>UPP7789 - Upper S.G.Mun. Water Dist. Total:</b>		11,645.30
<b>VEWI8020 - Vision Electric Wholesale Inc.</b>		
309938	02/19/2020	
Inv 37448	Streetlight LED Replacement	235.86
309938 Total:		235.86
<b>VEWI8020 - Vision Electric Wholesale Inc. Total:</b>		235.86
<b>VUL6601 - Vulcan Materials Co. &amp; Affiliates</b>		
309939	02/19/2020	
Inv 72460295	Purchase Order for Asphalt, Emulsion, C	739.13
Inv 72467926	Materials for Stock Pile PW	391.02
Inv 72474473	Cold Mix for Stock Pile at Storage Yard	1,599.10
309939 Total:		2,729.25
<b>VUL6601 - Vulcan Materials Co. &amp; Affiliates Total:</b>		2,729.25
<b>WES4152 - West Coast Arborists, Inc.</b>		
309940	02/19/2020	
Inv 153955	Street Tree Maint. Contract Services 10/	18,340.00
Inv 155784	Street Tree Maint. Contract Services 12/	35,435.00



Check Number	Check Date	Amount
309940 Total:		53,775.00
<b>WES4152 - West Coast Arborists, Inc. Total:</b>		53,775.00
<b>WGZM6011 - WG Zimmerman Engineering, Inc.</b>		
309941	02/19/2020	
Inv 19-12-935	PW & Capital Improvement PlanProject Su	8,888.84
309941 Total:		8,888.84
<b>WGZM6011 - WG Zimmerman Engineering, Inc. Total:</b>		8,888.84
<b>WIT6353 - Wittman Enterprises LLC</b>		
309942	02/19/2020	
Inv 1912059	Paramedic Billing Service - December 201	4,753.40
309942 Total:		4,753.40
<b>WIT6353 - Wittman Enterprises LLC Total:</b>		4,753.40
<b>YTI1023 - Y Tire Complete Auto</b>		
309943	02/19/2020	
Inv 0013261	Full Service 5W20 Full Synthetic Oil Cha	66.88
309943 Total:		66.88
<b>YTI1023 - Y Tire Complete Auto Total:</b>		66.88
Total:		2,860,514.88



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2019

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

**PREPARED BY:** Shahid Abbas, Public Works Director  
 Kristine Courdy P.E., Deputy Public Works Director *[Signature]*

**SUBJECT:** **Receive and File the Second Quarter Fiscal Year 2019-20 Capital Improvement Plan Project Updates**

### Recommendation

It is recommended that the City Council receive and file the second quarter Fiscal Year 2019-20 Capital Improvement Plan (CIP) Project updates.

### Executive Summary

The CIP is a living document and planning tool designed to adapt to emerging needs and take advantage of new unforeseen funding opportunities that may require expanding or reprioritizing project investments. The CIP provides a comprehensive plan for the City’s infrastructure and facility needs. On June 5, 2019 the City Council approved Resolution 7610 adopting the five year CIP for Fiscal Years (FY) 2020-24. The five year CIP contains a total of 46 projects totaling \$153,371,632 of which \$44,366,428 is unfunded. The adopted FY 2019-20 CIP includes 18 projects for a total appropriation of \$11,845,000 and 16 carryover projects from previous fiscal years (including the 110 Interchange Project). The purpose of this report is to summarize the progress made toward meeting deadlines and completing the CIP projects.

### Discussion/Analysis

Below is a summary of the 2019-20 CIP projects:

Category	2019-20 Total Projects	2019-20 Adopted Budget
Municipal Buildings & Facilities	1	\$500,000
Streets and Streetscapes	5	\$3,105,000
Street Lighting and Traffic Signals	2	\$800,000
Water	3	\$6,750,000
Technology Projects	1	\$80,000
Stormwater	1	\$100,000
Sewer	2	\$325,000
Water Conservation	1	\$85,000
Parks	2	\$100,000
<b>TOTAL</b>	<b>18</b>	<b>\$11,845,000</b>

Below is a summary of the status update of the 2019-20 CIP projects (18 projects), and carryover projects (16 projects):

Project Status Update	Number of CIP Projects
Completed	3
Under Construction	7
Pending Authorization	5
Pending City Council Approval	1
Under Design	4
Under Concept Design	2
Developing Specifications	8
Developing Scope of Work	1
Ordering Equipment	1
Bidding	2
<b>Total</b>	<b>34</b>

One project was completed this quarter: Bushnell Avenue and Diamond Street Improvement Projects.

**Next Steps**

1. Continue to communicate the CIP changes with the City Council and inform of any updates through quarterly reports.

**Legal Review**

The City Attorney has not reviewed this item.

**Fiscal Impact**

The adopted FY 2019-20 CIP includes 18 projects for a total appropriation of \$11,845,000 and 16 carryover projects from previous fiscal years (including the 110 Interchange Project). There has been no change to the funding adopted in Resolution 7610 for the FY 2020-24 CIP.

**Public Notification of Agenda Item**

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

Attachment: Capital Improvement Plan Second Quarter 2019-20 Project Update Log

**Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update**

#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
<b><u>2019-20 FY MUNICIPAL BUILDINGS AND FACILITIES</u></b>						
1	Municipal Buildings and Facility Repairs	2019-20	6/1/2019	12/30/2020	Bidding	Funding approved for roof repairs HVAC replacements, Fire Department Doors, Access Control, and a contingency for unanticipated repairs. The brush clearance at City vacant lots have been completed by the goats and contractors. Soliciting bids for City Hall and Senior Center HVAC repairs.
<b><u>2019-20 FY STREETS AND STREETSAPES</u></b>						
2	2019-20 FY Preventative Maintenance: Cap and Slurry Seal	2018-19 & 2019-20	6/1/2019	6/30/2020	Developing Specifications	Slurry Seal projects for 2018-19 and 2019-20 FY are combined into one Bid Package. Developing Project Specifications.
3	2019-20 FY Street Improvement Projects	2019-20	7/10/2019	6/30/2021	Developing Specifications	The 2019-20 FY Street Improvement Project List was approved at the August 21, 2019 City Council Meeting. Developing the design RFP
4	Neighborhood Traffic Management Program	2019-20	7/1/2019	6/30/2020	Under Design	Working with a Consultant to develop the Plan.
5	Mission Street Pedestrian Improvement Projects	2018-19 & 2019-20	7/1/2019	-	Developing Specifications	Developing project specifications.
6	Columbia St/Pasadena Ave Turn Lanes, Columbia St/Orange Grove	2019-20	10/9/2019	12/31/2020	Developing Scope of Work	Agreements received on October 9, 2019. Working on the updated Project scope of work.
<b><u>2019-20 FY STREET LIGHTING AND TRAFFIC SIGNALS</u></b>						
7	Garfield and Monterey Road Traffic Signal	2019-20	10/9/2019	12/31/2020	Developing Specifications	Agreements received on October 9, 2019. Preparing an RFP for the traffic signal warrant.
8	Garfield and Oak Street Traffic Signal	2019-20	10/9/2019	12/31/2020	Developing Specifications	Agreements received on October 9, 2019. Preparing an RFP for the traffic signal warrant.
<b><u>2019-20 FY WATER</u></b>						
9	Graves Reservoir	2019-20 & 2018-19	8/11/2018	6/30/2020	Under Construction	Reservoir concrete placement is complete. Contractor is constructing the water treatment facilities.
10	Integrated Water and Wastewater Management Plan (IWWMP)	2019-20	12/5/2019	12/31/2020	Under Design	The City Council awarded the consultant agreement on December 18, 2019. Executing project agreements and scheduling a kick off meeting.
11	2019-20 FY Waterline Replacement	2019-20	7/10/2019	6/30/2021	Developing Specifications	Water line repairs being performed in conjunction with Street Improvement Projects approved for FY 2019-20
<b><u>2019-20 FY IT PROJECTS</u></b>						
12	Work Station/Device Replacement/Network Equipment Upgrades	2019-20	7/1/2019	6/30/2020	Ordering Equipment	Annual Replacements of Workstations and computers. Equipment ordered throughout the year.
<b><u>2019-20 FY STORMWATER</u></b>						
13	Stormwater Project Concepts, Feasibility and Strategy Development for Grants	2019-20	7/1/2019	12/15/2019	Pending Authorization	The Consultant submitted grant applications for 4 stormwater projects on December 15, 2019 seeking Measure W funding. Awaiting approval of grant award.

**Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update**

#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
<b>2019-20 FY SEWER</b>						
14	2019-20 FY Sewer Line Repairs & Replacements	2019-20	7/10/2019	6/30/2021	Developing Specifications	Any Sewer line repairs required will performed in conjunction with Street Improvement Projects approved for FY 2019-20.
15	Sewer Master Plan and Sanitary Sewer Management Plan (combined with IWWMP)	2019-20	12/5/2019	12/31/2020	Under Design	The City Council awarded the consultant agreement on December 18, 2019. Executing project agreements and scheduling a kick off meeting.
<b>2019-20 FY WATER CONSERVATION</b>						
16	Water Conservation Projects (Impervious Surface Demonstration Construction)	2019-20	7/1/2019	9/30/2020	Pending City Council Approval	The bids have been received. Staff is evaluating the Project budget and preparing a staff report for City Council consideration.
<b>2019-20 FY PARKS</b>						
17	Berkshire Pocket Park (Design)	2019-20	7/1/2019	6/30/2020	Under Concept Design	Working on updating the concept designs for the Projects
18	Grealia Pocket Park (Design)	2020-21	7/1/2019	6/30/2020	Under Concept Design	Working on updating the concept designs for the Projects
<b>CARRYOVER PROJECTS</b>						
19	Fair Oaks Avenue Signal Synchronization	2017-18	6/1/2017	6/30/2021	Pending Authorization	Submittal made in June 2019 to Caltrans and Metro for authorization to proceed construction. On received, the project will be advertised for bid.
20	2017-18 FY Street Improvement Projects (Bushnell and Diamond)	2017-18	1/2/2019	12/30/2019	Completed	Bushnell Ave (Oak St-Huntington Dr) & Diamond Ave (Monterey Rd-Lyndon St): Construction complete, filing NOC on February 19, 2020.
21	In Pavement Lighting Crosswalks	2017-18	1/4/2017	6/30/2020	Pending Authorization	Submittal made in March 2019 to Caltrans and Metro for authorization to proceed construction. On received, the project will be advertised for bid.
22	Monterey Road & Orange Grove Avenue Intersection Traffic Signal Installation	2017-18	7/1/2017	3/30/2020	Under Construction	The Project construction was awarded at the September 18, 2019 City Council meeting. Contractor has completed water line and service work. Concrete works for sidewalk, curbs and gutters on going on Orange Grove.
23	Monterey Road Improvement - Phase Three	2015-2019	7/9/2015	3/30/2020	Under Construction	The Project construction was awarded at the September 18, 2019 City Council meeting. The Contractor is performing pre-construction activity and is mobilizing to the site in late October.
24	BTA Bike Parking	BTA Grant	8/30/2018	3/30/2020	Under Construction	The contractor ordered the bike shelters and hitches in December. A preconstruction meeting was held on January 30, 2020.
25	2018-19 FY Street Improvement Projects	2018-19	1/2/2019	6/30/2020	Under Design	Held kickoff design meeting in June 2019, the construction advertisement is anticipated to be in October 2019. Segments: Monterey Road (West City Limits to Arroyo Verde Rd), Monterey Road (Arroyo Verde Rd to Pasadena Ave), Alta Vista Ave (Oak Crest Ave to Mountain View Ave), Forest Ave (Mission St to Dead End), Sterling Place (Grand Ave to Dead End), Pine Street (Atlantic to Huntington).

**Attachment 1 - 2019-20 FY Capital Improvement Projects - Q2 Update**


#	Project	Budget FY	Estimated Start Date	Estimated Completion Date	Status	Description
26	Street Improvement Projects (Alpha and Camino Del Sol)	2017-18 & 2018-19	1/2/2019	6/30/2020	Under Construction	Alpha Ave (Camino Lindo-Valley View) & Camino Del Sol (St Albans-Via Del Rey): City Council approved contract award on February 5, 2020.
27	2018-19 FY Waterline Replacement	2018-19	7/1/2018	12/30/2019	Under Construction	Water line repairs being performed in conjunction with Street Improvement Projects.
28	VoIP (Voice Over Internet Protocol) System Installation	2018-19	1/1/2019	12/31/2020	Developing Specifications	The recabling to allow for the VoIP system has been completed in City facilities. A draft RFP has been prepared and is currently under review with internal staff. It is anticipated to send out the RFP in June 2020.
29	Water Conservation Projects (Impervious Surface Demonstration Design)	2018-19	1/15/2019	9/30/2019	Completed	The design has been completed.
30	Water Conservation (Medians)	2018-19	3/1/2019	6/30/2020	Bidding	Soliciting bids and finalizing the contract documentation. Working with MWD on turf removal rebates for the Project.
31	Compressed Natural Gas (CNG) Station Upgrade	2018-19	9/29/2018	3/30/2020	Under Construction	The Contractor is finalizing system installation and commissioning.
32	Electric Vehicle (EV) Charging Station	2018-19	11/11/2018	8/30/2019	Completed	The Evgo Charging Stations have been installed and available for public use.
33	Mission-Meridian Garage Emergency Generator Replacement Project	2018-19	5/15/2019	12/30/2019	Pending Authorization	The City Council awarded the construction contract on May 15, 2019. Working with the POA on the generator replacement.
34	110 Interchange Project	2020-21	-	-	Pending Authorization	The Metro Board has recommended this Project for funding. Waiting on the final agreements.



# City Council Agenda Report

ITEM NO.

**DATE:** February 19, 2020

**FROM:** Stephanie DeWolfe, City Manager 

**PREPARED BY:** Sheila Pautsch, Community Services Director

**SUBJECT:** **Award Contract to Phoenix Motorcars, LLC, in the amount of \$163,101 for the Purchase of a 2019 E450 Plug-in Vehicle for the Dial-A-Ride Program**

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## **Recommendation Action**

It is recommended that the City Council authorize staff a sole source purchase of a 2019 E450 Plug-in Vehicle (PEV) from Phoenix Motorcars, LLC and execute all related documents at a total cost \$163,101.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Discussion/Analysis**

The Dial-A-Ride Program offers low cost rides to senior and disabled residents. Currently, the Division has five vehicles in its fleet (composed of two buses and three vans) used for everyday transportation of seniors to and from medical appointments and other excursions within the jurisdiction of the City. Special trips are also scheduled to various museums and gardens such as the Huntington Library, Descanso Gardens, Pasadena Museum of History, and the Wrigley Mansion. Moreover, the buses are used to transport seniors to luncheons at the War Memorial Building and other special events and trips provided by the Senior Center.

In addition to supporting the City's Green Initiative, the purchase of a PEV van will provide stability in quality of service, as well as decrease the cost of maintenance expended by the Division on an annual basis. Although upfront capital costs are higher for electric battery buses, the total cost of ownership is expected to be lower than a diesel or Compressed Natural Gas (CNG) bus due to high efficiencies, lower fuel cost, and reduced maintenance. Phoenix Motorcars is the sole source PEV passenger bus provider in the Southern California area.

One of the fleet's larger vehicles is a 2016 Ford E450 CNG StarCraft, which holds sixteen passengers and was purchased in FY 2015-16. The Division's other sixteen seat passenger vehicle is a 2017 Phoenix Electric Plug-in Vehicle that was purchased in 2016. The Dial-A-Ride Program seeks a reliable fourteen passenger 2019 E450 Plug-in Vehicle. The new electric vehicle will be utilized for senior excursions and medical appointments outside the City's limits.

Aside from providing stability through reliability, the PEV bus will also enhance the quality of service to patrons. The quiet motor and comfortable interior design allow patrons to enjoy a peaceful and relaxing ride to and from their destinations. Moreover, during group outings the bus will foster community, as the quiet motor allows patrons to converse with each other without the strain of a loud engine.

Phoenix Motorcars, a local agency licensed to sell large electric passenger vehicles, offers a 2019 E450 Plug-in Vehicle in the amount of \$163,101. Aside from being zero fuel emissions, electric vehicles offer up to 110 miles per single charge range; which does accommodate the Division's daily schedule. The Transit Division averages 40 to 60 miles for part-time staff and 50-70 miles for full-time staff. The new upgrades to the electric vehicle include a permanent high power magnet motor, regenerative braking, and increased acceleration.

On June 10, 2019, Dial-A-Ride drivers and staff test drove the bus and gave positive feedback. Representatives from Phoenix Motorcars informed staff of upgrades to the vehicle due to customer feedback. Currently, Dial-A-Ride is using a 2017 model PEV from Phoenix Motorcars. Staff reported that the bus is easy to maneuver and enjoyable to drive. Additionally, the vehicle's sleek design offers drivers comfort and ease while driving through the City's hills. Phoenix Motorcars is a reliable vendor, provides excellent customer service, and addresses maintenance needs in a timely manner.

Associated with this purchase, Phoenix will provide a Level III DC Fast Charger. The price of the Level III DC Fast Charger is \$29,500; however, there is also a Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) Incentive of \$29,500. Sales tax and shipping costs amount to \$4,102. The overall cost for both the PEV and the fast charger is \$163,101, including taxes and DMV registration. Phoenix Motorcars gave Transit staff a quote that is valid for 60 days with a delivery time of 180 days after receipt of executed Purchase Order.

Phoenix Motorcars manufactures electric passenger vehicles in the Southern California Region. Staff researched other companies for similar products. For instance, staff contacted Moto Electric Vehicles, ProTerra, STAR Electric Vehicles, BYD, Mars Cars LLC, and GEM. After researching the various other companies, staff concluded that Phoenix Motorcars was the only company to meet all required specifications. Overall, the Division needs a sixteen to fourteen passenger bus with a side entrance/exit wheelchair lift. Dial-A-Ride drops off passengers on high traffic streets, such as Fair Oaks Avenue, Huntington Drive, Monterey Road, and Mission Street. It is pivotal to passenger safety that the wheelchair lift is located on the passenger side of the bus, instead of the back of the bus – as it will require passengers to enter and exit the bus from the streets (which may cause bodily harm and or fatalities). Some of the aforementioned companies such as STAR Electric Vehicles, Mars Cars, GEM, Moto Electric Vehicles sell electric golf cars or similar types. Additionally, ProTerra and BYD do not sell small passenger buses, but larger coach and or



**school buses.** After extensive research, staff is prepared to move forward with a sole source purchase of a fourteen passenger bus from Phoenix Motorcars.

### **Background**

The Transit Division receives annual funding support through Los Angeles County Metropolitan Transportation (Metro) Proposition A and Proposition C Local Return Program. Monies from Proposition A were designated for the purchase of the new 2019 E450 Plug-in Vehicle fourteen passenger ADA compliant vehicle. Since 2013, the Division has consistently updated its fleet. Overall, staff has successfully removed all gasoline fueled buses. The fleet is comprised of four CNG fuel vehicles and one electric vehicle.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The City of South Pasadena receives annual funds from the Los Angeles County Metropolitan Transportation (Metro) Proposition A and Proposition C Local Return Program. For FY 2019-20 funds from Proposition A, in the amount of \$163,101 were allocated, in the 205-8030-8024-8540 account, for the purchase of a fourteen passenger ADA compliant electric vehicle.

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

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

### **Attachment:**

1. Zeus 400-Zero Emissions Utility Shuttle Specifications
2. Phoenix MotorCars – Letter of Support

**ATTACHMENT 1**  
Zeus 400-Zero Emissions Utility Shuttle Specifications



ZEUS 400- Zero Emissions Utility Shuttle

SA-QS-427

7/1/2019



Prepared for: **Angela Loera**  
**City of South Pasadena**  
**1102 Oxley St.**  
**South Pasadena, CA 91030**

[aloera@SouthPasadenaCA.gov](mailto:aloera@SouthPasadenaCA.gov)

Prepared by: **Thomas Allen**  
**401 S. Doubleday Ave.**  
**Ontario, CA 91761**  
**909.987.0815**

[thomasa@phoenixmotorcars.com](mailto:thomasa@phoenixmotorcars.com)

[Comments]

## SECTION I - VEHICLE SPECIFICATIONS:

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### Chassis

- 2019 or later Ford E450 Superduty Chassis – 158” WB
- 2019 Starcraft Allstar Body

### Phoenix All -Electric Next Generation Drive System E-200

- Permanent high power magnet motor + inverter
- 105 kWh battery pack
- **Up to 110 Miles All Electric Range per Charge**
- Dual charging capability
  - CHAdeMO compliant level III – 50 kW
  - J1772 level II charging -13 kW
- GVWR 14,500 lbs.
- Dual Mode Regenerative Braking
- Acceleration 0-50 mph under 16 seconds
- Top Speed 58 mph (priced option Top Speed 64 mph available at request)
- Phoenix Telematics System – **Phoenix Connect**

### Exterior

#### Exterior Lighting

- L.E.D. thinline rectangular front & rear clearance & marker lamps
- L.E.D. red stop/tail and turn signal/running lamps, back up lamps and license plate lamps
- Light supplier is Starcraft OEM

#### Exterior Mirror

- Rosco accustyle manual exterior breakaway mirrors
- Overall head size is approximately 7" x 14" with a flat lens 7"w x 10"h and convex lens 7"w x 4"h
- Full array of power, heat and turn signal options are available

#### Exterior Front Cap & Body Wings

- Fiberglass front cap with recessed mounting for thinline amber rectangular L.E.D. marker/clearance lamps
- Front fiberglass curbside wing with large 361 sq. inches
- Viewing window tinted as-2 per FMVSS regulations

#### Exterior Sidewall and Rear Bumper

- Pre-painted aluminum upper sidewall metal (from roof FRP to floor molding) and pre-painted aluminum skirts formed

- Heavy die-formed steel bumper with top and bottom reinforcing ribs with black powder coat paint with 316 stainless steel bolts

## **Interior**

### **Interior Lighting**

- L.E.D. passenger, driver and entry step dome lamps
- Light supplier is Starcraft OEM

### **Driver Overhead Area**

- Grey padded vinyl driver overhead panel, electrical cover panel & access door, entry door and "b" pillar covering

### **Interior Sidewalls**

- Vandal resistant FRP laminated upper interior sidewalls installed above the seat track to the transition panel
- Directionless weave charcoal color fabric is installed on luan using an adhesive from below the seat track to the floor

### **Plywood Sub-Floor Decking**

- 5/8" thick plywood is installed over the floor steel structure

### **Interior & Step Flooring**

- Gerflor sirius nt 2.25mm thick graphite (black) upgrade, PVC flooring with White Step nosing

### **Entry Grab Rails & Stanchion Panels**

- Vertical stainless-steel grab rail is installed on the lower left-hand side of the entry steps
- Grey padded modesty panel/stanchion assembly is installed at the top of the entry steps on the left-hand side of the entry way
- Stainless steel grab rail is installed from the entry way wall to the vertical stanchion at the end of the entry steps

### **Entry Door and Windows**

- 36" tall x 36" wide upper t slide windows tinted to FMVSS compliance
- Rear 30" tall x 48" wide (nominal) FMVSS 217 compliant egress windows (1 per side)
- 36" A&M manufacturing entry door and A&M electric door header mechanism

### **Passenger and Driver Seats**

- Freedman Seats with Lvl 4 All Fabric Seat Cover. Color selection available from [freedman site](#).
- Driver's seat, Freedman Shield FSC0- cover to match passenger seats
- Passenger Lap Belts on all seats



## SECTION II - CHARGER SPECIFICATIONS:

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### Level III DC Fast Charger:

#### **BTC Power – CHAdeMO DC Single Port Fast Charger**

- Single Port - CHAdeMO
- 15" outdoor color display with Touch Screen
- Cord Retractor on top – (Single Lanyard retractor)
- Emergency Stop Button
- RFID Reader
- Credit Card Reader
- Wireless Modem
- Dome Light
- Continuous Charging Time 255Min
- Cover CCS INLET
- Input Power: 480 VAC, 3-Phase
- Input Breaker: 2 x 80 A @ 480 3- Phase
- Nominal Output DC Voltage: Up to 125 Amps @ 400 V
- Operating Temperature: -30 C to 50 C
- Efficiency Rating: 92%
- Total Charge time from Empty to Full on Phoenix Electric Vehicles of ~ 3.5 Hours.



## SECTION III - PRICING

### PURCHASE OPTION:

2019 Phoenix Motorcars Zero Emission Utility Shuttle – ZEUS 400	QTY	Unit Price	Extended Price
<u>Baseline Price<sup>1,2,3</sup></u>	<u>1</u>	<u>\$215,950</u>	<u>\$215,950</u>
HVIP Incentive <sup>4</sup>	<u>1</u>	<u>(\$80,000)</u>	<u>(\$80,000)</u>
<u>Subtotal after Incentives<sup>4</sup>:</u>	<u>1</u>	<u>\$135,950</u>	<u>\$135,950</u>
Taxes:		<u>\$20,515</u>	<u>\$20,515</u>
DMV Title/Registration Estimate <sup>5</sup> :		<u>\$2,035</u>	<u>\$2,035</u>
Shipping:		<u>\$499</u>	<u>\$499</u>
<b>Total<sup>1-4</sup></b>		<b><u>\$158,999</u></b>	<b><u>\$158,999</u></b>

1. Includes all the items described in Section I.
2. Lead time of ~180 days after receipt of Executed Purchase Order
3. Quote valid for 60 days.
4. Contingent on the end operator operating the Vehicle in California for a minimum of 3 years.
5. DMV Title and Registration Estimate can be removed from invoicing if City is exempt.



## PRICE QUOTATION- CHARGER OPTIONS:

Level 3 Charger Quote	Qty	Unit Price	Extended Price
BTC Lvl III CHAdeMO Charger – 50 kW:	1	<u>\$29,500</u>	<u>\$29,500</u>
HVIP Incentive Plus up –EVSE <sup>2</sup> :	1	<u>(\$29,500)</u>	<u>(\$29,500)</u>
Subtotal for Level 3 Charger after HVIP Incentive:	1	<u>\$0</u>	<u>\$0</u>
Taxes:	1	<u>\$2,803</u>	<u>\$2,803</u>
Shipping:	1	<u>\$1,299</u>	<u>\$1,299</u>
Total Price <sup>2</sup> :	1	<u>\$4,102</u>	<u>\$4,102</u>

1. Includes all items described in Section II.
2. Subject to approval from HVIP. Currently being evaluated on a case by case basis.

# WARRANTY:

Phoenix Motorcars' Zero Emission Utility Shuttle –ZEUS 400 & BTC Power Charger warranty coverage is summarized below:

Components	Coverage	Comments
Bumper To Bumper Warranty	3 Years / 36,000 Miles	Limited PMC Warranty
Pmc Electric Drive System	5 Years / 60,000 Miles	Limited Pmc Warranty
Lithium-Ion Battery System	5 Years / 150,000 Miles	Limited Pmc Warranty
Shuttle Bus Body	5 Years/ 100,000 Miles	Limited Manufacturer Warranty
DC Fast Charge Station	Two Years Parts One Year Labor	Limited BTC Power Warranty

1. All Warranties are **voided** if the customer does not preform the following conditions:
  - a. Comply with any service or recall advisories.
  - b. Follow all recommended service, maintenance and use requirements in a timely manner as set forth in the Phoenix Owner's & Maintenance Manual.
  - c. Carrying Passengers and Cargo within the specified load limits.
  - d. Make all required repairs.
2. Warranty details and requirements can be found in the Phoenix Owner's and Maintenance manual. The manual is provided at vehicle delivery – Please contact Phoenix for extra copies.

Thank you for inquiring about the Phoenix Motorcars Zero Emission Utility Shuttle. We appreciate your consideration.

**Please contact us at (909) 987-0815 with any questions**

## Customer acceptance signature

I accept your quotation in its entirety and agree to the conditions therein referred to. I acknowledge having received your full Terms and Conditions.

I declare that I have full authority to enter into this contract.

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

**Print Name:**\_\_\_\_\_

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

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

**ATTACHMENT 2**  
Phoenix MotorCars – Letter of Support

Angela Loera  
City of South Pasadena

**Subject: Letter of Support for the City of South Pasadena**

To Whom It May Concern:

On behalf of Phoenix Motorcars, I would like to express our support for the City of South Pasadena's efforts to deploy more of our all-electric, zero-emission shuttle buses in an effort to provide safe mobility while reducing carbon emissions.

Phoenix Motorcars has been working with the City of South Pasadena to offer our zero-emission shuttle buses for deployment and service in and around the South Pasadena area. We have diligently researched their specific routes for their proposed Electric Shuttle, and we are confident in providing a clean, zero-emission solution to help the City of South Pasadena in their plans to bring clean transportation to their area with our state of the art, electric-shuttle technology.

Here at Phoenix Motorcars, we pride ourselves with our exceptional planning, and phenomenal expertise in the field of zero emission technology. We have deployed the most all-electric shuttle buses built on the Ford E-Series cutaway on the road today, and we have participated and fulfilled numerous government funded projects. Our ZEUS Shuttles are HVIP Eligible and CARB Certified.

To the best of our knowledge, and with all available information available, we are proud to be the only manufacturer in California that can offer the City of South Pasadena our all-electric, quick-charging zero-emission cutaway shuttle that can drive over 100+ miles per charge and meet their daily mileage requirements.

We are very excited in our commitment to help the City of South Pasadena bring more of our Zero Emission Shuttles into their community. We at Phoenix Motorcars believe this project to be an excellent opportunity to deploy our vehicles, helping to clean the air quality in the area, and offer safe, reliable, clean transportation to the South Pasadena community.

If you have any questions, please do not hesitate to contact me, info provided below:

Sincerely,

**Thomas Allen**

Phoenix Motorcars - Sales and Marketing Executive - 909.987.0815 [thomasa@phoenixmotorcars.com](mailto:thomasa@phoenixmotorcars.com)



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2020

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

**PREPARED BY:** Joe Ortiz, Chief of Police *[Signature]*  
Brian Solinsky, Deputy Chief *[Signature]*

**SUBJECT:** **Award of Contract to Wondries Fleet Group for a Purchase of a Replacement 2020 Ford Utility Hybrid Police Interceptor Administrative Vehicle and the Installation of New Emergency Equipment in the Amount of \$52,305.**

## Recommendation

It is recommended that the City Council:

1. Award a contract to Wondries Fleet Group under the Cooperative Purchase Provisions of Sourcewell (formerly known as NJPA) master vehicle contract, #120716-NAF, for the purchase of a new 2020 Ford Utility Hybrid Police Interceptor administrative vehicle in the amount of \$40,716.
2. Award a contract to Black and White Emergency Vehicles in the amount of \$2,247, for the purchase and installation of emergency equipment.
3. Award a contract to Foothill Communication in the amount of \$9,342 for the purchase of a Motorola police radio.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Discussion/Analysis

The Ford Utility Hybrid Police Interceptor will be replacing patrol vehicle (Unit #1407), 2014 Ford Explorer. The 2014 Explorer was determined to be non-repairable after being involved in a traffic collision on August 20, 2019. This vehicle had over 70,000 miles as its lifecycle was nearing an end. It was scheduled to be replaced within the next two years, The City's insurance company will be reimbursing us for the loss of the vehicle.

Once received, the new Ford Hybrid will be placed into service as an administrative vehicle, replacing the Chief of Police's current Ford Explorer. The Chief's Explorer will then be painted black and white, moving into patrol service after emergency equipment is purchased for it.

The Police Department requires specialized patrol vehicles to handle the constant use and rigors of patrol work. The specifications for a heavy-duty police patrol vehicle include heavy-duty suspension, transmission, power steering, and engine oil cooling. To meet these demands, the Police Department began transitioning to the Ford Explorer Interceptor in 2014. As part of this process, the Police Department outsourced a large portion of the labor and emergency equipment with outfitting the vehicles. The cost of emergency equipment and installation is \$11,589. This cost includes the use of serviceable equipment removed from the damaged 2014 Explorer. The proposed purchase of the Ford Utility is inclusive of all associated parts and labor to outfit it.

The National Auto Fleet Group has offered the City the opportunity to purchase this 2020 Ford Utility using the Sourcewell master vehicle contract #120716-NAF. The cooperative contract purchasing utilized by Sourcewell leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. As a municipal national contracting agency, Sourcewell establishes and provides national leveraged and competitively solicited purchasing contracts.

On December 8, 2016, Sourcewell issued an RFP for "Passenger Cars; Light Duty, Medium Duty, and Heavy Duty Truck with Related Accessories." Submissions were scored on a weighted scale of eight different criteria, with pricing being the most heavily weighted. The National Auto Fleet Group submitted a response which scored the highest out of the three respondents with 862 total points out of 1,000. This contract is available for use by government and state agencies and any county, city, district or other governmental bodies or corporations empowered to expend public funds. The contract term runs through January 17, 2021. South Pasadena Municipal Code Section 2.99-29(19) authorizes the City to enter into cooperative purchase agreements like this to purchase City supplies and equipment.

This vehicle will need new emergency equipment, including emergency lighting, control modules and other equipment necessary on a police vehicle. Staff requested three competitive bids from Black and White Emergency Vehicles in Covina, 10-8 Retrofit in Ontario and CommLine in Riverside. Staff obtained two responses back, one from Black and White Emergency Vehicles and the other from our current vendor CommLine. Black and White had the lowest bid and are located in the San Gabriel Valley. Several of the surrounding law enforcement agencies use Black and White to equip their patrol fleet and have had positive experiences. Black and White is the only vendor to offer a lifetime warranty on the equipment and installation.

Foothill Communications currently handles are police radio installation and maintenance within the vehicles and dispatch center.

#### **Next Steps**

1. Place an order for the 2020 Ford Utility Police Interceptor with Wondries Fleet Group. The expected delivery date for the vehicle will be April 2020.

**Background**

In 2014, the Police Department began using the Ford Explorer Police Interceptor as a frontline patrol vehicle. During this time, many of the auto manufacturers were experimenting with new lines of first responder vehicles. The Police Department found these vehicles to be unreliable and cost prohibitive due to maintenance issues.

Ford recently introduced the Utility Hybrid, as a frontline patrol vehicle. The 2020 Ford Hybrid is rated for 24 mpg combined. Projections indicate the first pursuit-rated hybrid police utility will save between \$3,500 and \$5,700 per vehicle annually in fuel costs versus the current Police Interceptor. Ford said in a statement. "If those savings were applied to every Police Interceptor Utility sold in 2017, it would equate to between \$118 million and \$193 million, or more than 43 million gallons of fuel." The Police Department is seeking to award the contract to Wonderies Fleet Group for the 2020 Ford Explorer.

**Legal Review**

The City Attorney has reviewed this item with no suggested edits.

**Fiscal Impact**

The total cost of this action is \$52,305. Funding for this action will be addressed through reimbursement from the City's insurance in the amount of \$58,230 less the deductible of \$10,000 for a net claim of \$48,230. The balance of \$4,075 will be paid through the Police Department's Special Department Expenses Account (8020). Indirect and support costs such as maintenance and repair are anticipated to be \$7,000 over the lifecycle of the vehicle. These costs will be addressed annually by utilization of existing budgeted appropriations through the Police Department Vehicle Maintenance Account (8100).

**Environmental Analysis**

This item is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section 15061 (b)(3), the General Rule that CEQA only applies to projects that may have an effect on the environment.

**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. Price Quote from Wondries Fleet Group
2. Sourcewell Contract Acceptance 120716-NAF
3. Price quote from Black and White Emergency Vehicles
4. Price Quote from CommLine
5. Price Quote from Foothill Communications for a Motorola police radio.
6. Final Proof of loss.



**ATTACHMENT 1**  
Price Quote from Wondries Fleet Group



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

September 5, 2019

Sergeant Spencer Louie  
City of South Pasadena Police Department  
1422 Mission St  
South Pasadena, Ca 91030  
Delivery Via Email

Dear Sergeant Louie,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at South Pasadena, new/unused 2020 Ford Utility Hybrid responding to your requirement with the attached specifications for \$37,176.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. This Price includes Black and White Paint.

Selling Price	37,176.00
Sales Tax 9.5%	3,531.72
Tire Tax	8.75
Total	40,716.47

Delivery 90-120 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-457-5590 O  
714-264-1867 C  
626-380-1174 F  
[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



## **Wondries Fleet Group / National Auto Fleet Group**

### **Prepared By:**

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

**Selected Model and Options**

**MODEL**

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

**COLORS**

CODE	DESCRIPTION
UM	Agate Black

**AXLE RATIO**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
76R	Reverse Sensing System	0.00 lbs	0.00 lbs
85D	Front Console Plate Delete	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	0.00 lbs	0.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9135, Data updated Aug 29, 2019 10:38:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (  Incomplete )

ADDITIONAL EQUIPMENT - MECHANICAL			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

OPTION PACKAGE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

SEAT TYPE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs

ENGINE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs
<b>Options Total</b>		<b>0.00 lbs</b>	<b>0.00 lbs</b>

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (  Incomplete )

## Standard Equipment

### Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel Drive

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Police/Fire

1670lbs. Maximum Payload

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

### Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9135, Data updated Aug 29, 2019 10:38:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

**Exterior**

- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Fully Automatic Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

**Entertainment**

- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

**Interior**

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Ford Fleet Telematics Selective Service Internet Access

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9135, Data updated Aug 29, 2019 10:38:00 PM PDT



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete )

**Interior**

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shift Knob

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Display

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete )

**Interior**

Air Filtration

**Safety-Mechanical**

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

**WARRANTY**

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete )

## Window Sticker

### SUMMARY

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection Hybrid System

### OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD	
	<b>OPTIONS</b>	
17T	Switchable Red/White Lighting in Cargo Area	
43D	Dark Car Feature	
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	
52P	Hidden Door-Lock Plunger	
59B	Keyed Alike - 1284x	
60R	Noise Suppression Bonds (Ground Straps)	
76D	Underbody Deflector Plate	
76R	Reverse Sensing System	
85D	Front Console Plate Delete	\$0.00
86T	Tail Lamp/Police Interceptor Housing Only	
87R	Rear View Camera	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	\$0.00
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00

### SUBTOTAL

Adjustments Total \$0.00

Destination Charge

### TOTAL PRICE

### FUEL ECONOMY

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (⚠ Incomplete)

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 9135, Data updated Aug 29, 2019 10:38:00 PM PDT

**ATTACHMENT 2**  
Sourcewell Contract Acceptance

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Colette  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

**ATTACHMENT 3**  
**Black and White Emergency Vehicles Price Quote**



590 S. Vincent Ave  
 Azusa, CA 91702  
 Office (626) 334-6300 Fax (626) 334-6301

# Invoice

Date	Invoice
10/18/2019	3266

Bill To
South Pasadena Police Department 1422 Mission St. South Pasadena, Ca 91030

Ship To
South Pasadena Police Department 1422 Mission St. South Pasadena, CA 91030

Project/Job	P.O. No.
2020 Ford Responder Build	

Item	Description	Qty	Amount
CC-CP-E-LP18	Troy Specific Console Low Profile, W/FloorPlate and Faceplates	1	295.00T
AC-INTBHG	Troy 4" Internal Dual beverage Holder W/ Rubber Fingers	1	44.50T
AC-ARMMNT-LP-90	Troy Arm Rest 90 Degree Angle, Low Profile	1	117.18T
SH-2MR6-ISUV	Headliner Bracket, Dual MR6	1	72.72T
HKN6188	Control Head/Ignition Sense Power Cable	1	26.65T
HKN6169B	Motorola XTL 5000 Remote Mount Cable 17 ft	1	56.70T
HKN-4137A	Power Cable for Motorola Mobile Radios	1	15.50T
QWB450	Laird 1/4 Wave Antenna, 450-470Mhz, Black	1	11.52T
MB8U	3/4" Hole NMO Antenna Coax RG58U	1	12.50T
22174	MiniUHF Male Crimp-RG58	1	2.50T
MCRNTB	Whelen Micron LEDs Blue	1	85.83T
MCRNTR	Whelen Micron LEDs Red	1	85.83T
MMSU-1	Magnetic Mic Single Unit	1	32.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	25.00T
UNDERCOVER,BUILD	Installation of Emergency Equipment into an Undercover Vehicle 2020 Ford Responder (Chiefs Vehicle) VIN KR254853 LIC# 1568012	16	1,280.00

E-mail	Web Site
jp@blackandwhiteev.com	WWW.BLACKANDWHITEEV.COM

<b>Sales Tax (9.5%)</b>	\$83.93
<b>Total</b>	\$2,247.36
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,247.36



**ATTACHMENT 4**  
CommLine Price Quote

<b>DATE:</b>	9/29/2019	<b>SALES REP:</b>	Reagan Hom
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<b>BILL TO:</b>		<b>SHIP TO:</b>	
<b>COMPANY:</b>	So Pasadena Police Dept	<b>COMPANY:</b>	Same
<b>ATTENTION:</b>	Shannon Rebledo	<b>ATTENTION:</b>	
<b>ADDRESS:</b>	1422 Mission St	<b>ADDRESS:</b>	
<b>CITY/ST/ZIP:</b>	So Pasadena, Calif 91030	<b>CITY/ST/ZIP:</b>	
<b>PHONE:</b>		<b>PHONE:</b>	
<b>EMAIL:</b>	<a href="mailto:srobledo@southpasadenaca.gov">srobledo@southpasadenaca.gov</a>	<b>EMAIL:</b>	

**2020 Ford Police Interceptor Admin**

QTY	MODEL/PART #	DESCRIPTION	UNIT COST	EXT COST
1	HHS4200	Whelen Handheld Sire controller w/PA mic Siren Amp, Air Horn	\$ 525.00	\$ 525.00
				\$ -
1	SA315P	Whelen 100 watt Spk /Siren All Weatherproof	\$ 228.15	\$ 228.15
2	SFIONJ	Whelen Visor Mount Steady Amber/Blue Rear Back Glass	\$ 175.00	\$ 350.00
2	VTX609J	Whelen Hide Away LED Tail lens strobes light clear/red/blue	\$ 213.30	\$ 426.60
1	60CREGCS	Whelen 6" Dome Red/White LED Interior Lighting	\$ 168.00	\$ 168.00
4	WIONJ	Whelen Leds Red/Blue Front Grill, Rear View Side Lighting	\$ 132.00	\$ 528.00
1	2150HAF	Whelen Headlight Flasher	\$ 75.00	\$ 75.00
1	TRAB4503	Laird Black 450-502 Mhz Roof Antenna	\$ 43.75	\$ 43.75
1	ISFW508	Whelen Visor Leds red/Blue w/front takedowns	\$ 825.00	\$ 825.00
1	CG-X	Havis Timer	\$ 95.00	\$ 95.00
1	misc access	Parts: loom, connectors, fuse link, circuit breaker, wires, screws switches, timer, led indicator, switch panel	\$ 125.00	\$ 125.00
				\$ -
2	MMSU-1	Mag mic Mount	\$ 49.00	\$ 98.00
1	labor charge	Labor charge: Unitrol amp, siren, led strobes front and rear tail lights, switch, rear deck lights, Radio install center console custom mount switch hidden, mobile radio (per vehicle)	\$ 1,750.00	
			Sub-Total	\$ 3,487.50
			Tax (9.50%)	\$ 331.31
			Freight	\$ 75.52
			Labor	\$ 1,750.00
			<b>GRAND TOTAL</b>	<b>\$ 5,644.33</b>

SPECIAL NOTES:	Customer Approval Signature	PO #	Date

**ATTACHMENT 5**  
Foothill Communications



**Foothill Communications, LLC**  
 133 N. San Gabriel Blvd #206  
 Pasadena, CA 91107  
 (626)744-9292  
 accounting@foothillcommunications.com  
 www.foothillcommunications.com

**ADDRESS**

South Pasadena PD  
 1422 Mission St  
 South Pasadena, CA 91030

**Estimate 4150**

**DATE 12/10/2019**

**EXPIRATION DATE 01/10/2020**

**SALES REP**

Kenji Luster

DATE	ITEM	QTY	RATE	AMOUNT
12/10/2019	Motorola-M37TSS9PW1 N-APX8500 ALL BAND (V,U,7/8) Mobile Radio. Radio Only and must be configured	1	5,770.00	5,770.00T
12/10/2019	Motorola-QA05507-DELETE: 7/800 MHz Band	1	-800.00	-800.00T
12/10/2019	Motorola-G67-Remote Mount Option for Mid Power APX6500/7500 Series Mobile Radios. Not Compatible with High Power. G67BA is required for Motorcycle Configuration. Motorcycle Remote Mount Option is \$400 DUP.	1	297.00	297.00T
12/10/2019	Motorola-G444-CONTROL HEAD SOFTWARE for XTL and APX Radios	1	0.00	0.00T
12/10/2019	Motorola-G72-03 CONTROL HEAD Option for APX 6000, 7000 and 8000 Series radios. *Select G90 (No MIC needed) when you order this option*	1	946.00	946.00T
12/10/2019	Motorola-APX8500-OPT-GA01513-ALL BAND MOBILE ANTENNA (7/8/V/U) Corresponding kit: AN000131A01	1	95.00	95.00T
12/10/2019	Motorola-G806ENH: XTL SOFTWARE ASTRO DIGITAL CAI OPERATION for XTL and APX Radios	1	515.00	515.00T
12/10/2019	Motorola-G51-ENH: SOFTWARE SMARTZONE/SINGLESTONE for XTL and APX Radios	1	1,500.00	1,500.00T
12/10/2019	Motorola-G361-P25 Trunking Operation for APX Series Radios. When ordering this option G51 & G806 MUST be ordered. G173 is included at "NO CHARGE".	1	300.00	300.00T
12/10/2019	Motorola-GA09001-Add WiFi Option to APX Series Mobiles	1	300.00	300.00T
12/10/2019	Motorola-G851-AES/DES-OFB Option for APX6/7/8500 Series Radios	1	799.00	799.00T
12/10/2019	Motorola-G851-Multi Key Option for APX4/6/7/8500 Series Radios	1	330.00	330.00T
12/10/2019	Motorola-W22-Standard Hand Mic Option for APX Series Mobile Radios	1	72.00	72.00T
12/10/2019	Motorola-G831-External 15 Watt Speaker Option for APX Series Mobile Radios	1	60.00	60.00T

Thank You For Your Business

**12-23**

DATE	ITEM	QTY	RATE	AMOUNT
12/10/2019	Motorola-G78-3 Years of ESSENTIAL SERVICE Provides 5 years of hardware coverage beginning at time of purchase. Motorola will pay the inbound shipping charges only with use of the Motorola designated delivery service. Motorola will pay for outbound shipping via Motorola's normal shipping methods.	1	168.00	168.00T

\*\* DO NOT PAY – THIS IS AN ESTIMATE \*\*

Equipment, hardware and materials covered by manufacturer's warranty if applicable. Modifications or deviations from those prescribed above requiring additional cost will be performed only upon emailed/written direction and will incur charges over & above the estimate.

Delivery dates / completion of services is subject to strikes, accidents and vendor supply chains which are beyond our control.

SUBTOTAL	10,352.00
TAX (10.25%)	1,061.08
DISCOUNT 20%	-2,070.40

<b>TOTAL</b>	<b>\$9,342.68</b>
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Accepted By

Accepted Date

Thank You For Your Business

12-24

**ATTACHMENT 6**  
Final Proof of Loss

Amount of Policy \_\_\_\_\_

SWORN STATEMENT  
in

Policy Number 025860221

Agency Name Alliant Insurance Services

FINAL PROOF OF LOSS

Issued March 31, 2019 Expires March 31, 2020

To Lexington Insurance Company  
of Boston, Massachusetts

By the above indicated policy of insurance your insured City of South Pasadena

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A loss occurred about the hour of \_\_\_\_\_ o'clock \_\_\_\_ M., on the 20th day of August 20 19  
The cause and origin of said loss were: Collision; vehicle damage – VIN 1FM5K8AR0FGA15797

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: \_\_\_\_\_

3. **Title and Interest:** When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. **Changes:** Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)  
NO EXCEPTIONS

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, \_\_\_\_\_

6. **The Cash Value** of said property at the time of loss was ..... \$ Not Determined

7. **The Whole Loss and Damage** was ..... \$ 58,230.60

8. **The Amount Claimed** under the above numbered policy ..... \$ 48,230.60

(Amount claimed is net \$10,000 deductible)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of California

[Signature]  
(Insured Signature)

County of Los Angeles

Stephanie Lee DeWolfe Insured

Subscribed and sworn to (or affirmed) before me on this 9th day of January (month), 2020 (year) by

Stephanie Lee DeWolfe proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

[Signature] (signature of Notary)



STATEMENT OF VALUE AND LOSS

City of South Pasadena

Alhambra, CA

Collision; vehicle damage - August 20, 2019

Coverage:

Manuscript form providing all risk coverage for real and personal property. A \$10,000 deductible applies.

Recapitulation of Verified Detail

Value

Loss

Values at risk

Not Found

Loss as determined per McLarens estimate:

2020 Replacement Vehicle	\$ 40,716.00
Upgrade difference for Hybrid	\$ (3,410.83)
Upfitting	\$ 12,271.00
Radio	\$ 9,342.68
Graphics	\$ 711.75
Salvage	\$ (1,400.00)

ACV Claim	<u>\$ 58,230.60</u>	\$ 58,230.60
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Value and Loss	Not Found	\$ 58,230.60
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Less deductible		\$ (10,000.00)
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<b>Net Claim</b>		<u><b>\$ 48,230.60</b></u>
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# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2020

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

**PREPARED BY:** Shahid Abbas, Public Works Director  
Kristine Courdy, P.E., Deputy Public Works Director *[Signature]*

**SUBJECT:** **Authorize the First Amendments to the Professional Services Agreements with 1) W.G. Zimmerman Engineering, Inc. for Part Time Capital Improvement Project Support Services in an Amount Not-to Exceed \$29,040 for a Total Not-To-Exceed Amount of \$53,790 and 2) Interwest Consulting Group for Part Time Plan Check and Capital Improvement Project Support Services in an Amount Not-to Exceed \$33,600 for a Total Not-To-Exceed Amount of \$58,100**

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## Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute the first amendment to the Professional Services Agreement (PSA) with W.G. Zimmerman Engineering, Inc. (Zimmerman), in an additional amount of \$29,040 for the Consultant to provide part time public works and capital improvement plan project support services, and
2. Authorize the City Manager to execute the first amendment to the PSA with Interwest Consulting Group (Interwest), in an additional amount of \$33,600 for the Consultant to provide part time plan check and public works and capital improvement plan project support services.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Discussion/Analysis

In November 2019, the Public Works Department had a vacancy in the Civil Engineering Associate position that provides plan check services for development projects, responds to service requests from residents, and manages many of the City's capital improvement projects. Staff contacted four engineering firms to assist the City with staff augmentation while the position is being backfilled. Due to the short notice of the departure, firms were only able to provide part time support to South Pasadena. On December 2, 2019, the City Manager executed part time agreements with Zimmerman and Interwest Consulting Group to provide plan check support and capital improvement plan project management assistance. Both had qualified staff

available to assist the City and the hourly rates of the proposed Consultants were consistent to the other firms who staff contacted.

In order for the department to continue to provide these important services it is recommended that contract amendments be executed so Zimmerman and Interwest can continue to provide part time public works and capital improvement plan project support services. Zimmerman and Interwest are full service traffic and civil engineering firms that provide similar services to the Public Works Departments in the City of Mission Viejo, City of Pico Rivera, City of Anaheim, City of Irvine, City of San Juan Capistrano, City of Maywood, City of Costa Mesa, City of Seal Beach, City of Carson, and City of Signal Hill. The recruitment for the Civil Engineering Associate is underway and may take an additional three months to complete, and this proposed contract amendment will provide three months of part time staff augmentation services.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The Public Works Department has one vacancy in the Civil Engineering Associate position which is funded through the following accounts: Public Works Engineering (80%), Sewer (10%), and Water (10%). The proposed contract amendment will be funded using the savings in personnel salary and capital improvement project accounts.

### **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 W.G. Zimmerman Amendment
2. Original W. G. Zimmerman Contract
3. Proposed Interwest Consulting Amendment
4. Original Interwest Consulting Contract

**ATTACHMENT 1**  
Proposed W. G. Zimmerman Amendment

FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 19<sup>th</sup> day of February, 2020 by and between the CITY OF SOUTH PASADENA (“CITY”) and W.G. ZIMMERMAN ENGINEERING, INC. (“CONSULTANT”).

RECITALS

WHEREAS, on December 2, 2019, the CITY and CONSULTANT entered into an Agreement for PUBLIC WORKS AND CAPITAL IMPROVEMENT PLAN PROJECT SUPPORT SERVICES (“Agreement”); and

WHEREAS, the Agreement was in the amount of \$24,750; and

WHEREAS, due to a vacancy in the Civil Engineering Associate position, the CITY desires to amend the Agreement to increase the hours needed for CONSULTANT to assist the City on providing plan check and public works project management services; and

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

1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

“MAXIMUM AMOUNT”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is fifty-three thousand seven hundred and ninety dollars (\$53,790).

2. SCOPE OF SERVICES. The attached Exhibit A supersedes the original Exhibit A of the Agreement to reflect the change in hours of work and contract amount.

3. APPROVED FEE SCHEDULE: The attached Exhibit B supersedes the original Exhibit B to reflect the change in hours of work and contract amount.

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.

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

“City”  
City of South Pasadena

“Consultant”  
W.G. Zimmerman Engineering, Inc.

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

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

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

**Approved as to form:**

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

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

Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works and Capital Improvement Plan Project Support Services. The Consultant proposes to use Christopher Cordero, PE, at a rate of \$165 per hour (see the resume below):

**CHRISTOPHER CORDERO, PE**  
SENIOR PROJECT ENGINEER



**Summary**

Mr. Cordero has over 10 years of design experience in traffic and civil engineering. He has been the project engineer for projects in the Cities of Downey, Signal Hill, Camarillo, Pasadena, Cypress, Long Beach, Carson, Brea, Newport Beach, Seal Beach, and Stanton. His experience includes traffic studies, circulation studies, parking lots design, grade separation studies, traffic signal design, communication design, roadway design, site grading, retaining wall design, preparation and review of SUSMP/WQMP, low impact development design, drainage design, hydrology studies, PS&E development, and construction inspection.

<b>Years with Firm:</b> 10
<b>Years with Other Firms:</b> 3
<b>Education/Training:</b> B.S. Civil Engineering – California State Polytechnic University, Pomona, CA
<b>Licenses/Certifications:</b> Registered Civil Engineer: California – #84651 Hawaii – #17134

**Project Experience**

**Staff Augmentation, Carson, CA.** Senior Project Engineer to provide staff support to the City of Carson by providing staff augmentation as an Associate Engineer for the City's CIP and development projects. Services included: review development plans, coordination with developers, traffic control plan review, and minor civil engineering design: curb ramps, sump pump, and cross-gutters.

**Staff Augmentation, Costa Mesa, CA.** Senior Project Engineer to provide staff support to the City of Costa Mesa by providing staff augmentation as a Senior Transportation Engineer for the City's CIP projects and day-to-day operations. Services included: review traffic control plans, design traffic control plans, and develop striping plans.

**On-Call Traffic Engineering Services, Signal Hill, CA.** Provided the City of Signal Hill traffic engineering support as a Senior Project Engineer. These services include: perform Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

**TUMF Review for Western Riverside Coalition of Governments, Riverside, CA.** Senior Project Engineer conducting field and plan reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Consultant shall provide on-call Public Works and Capital Improvement Plan (CIP) Project Support Services for the following Projects:

- Preventative Maintenance and Street Improvement Projects
- Transportation and Traffic Signal Synchronization Projects
- Caltrans Highway Safety Improvement Projects
- Metro Prop C Transportation Projects
- Measure R Mobility Improvement Projects
- Measure M Subregional Transportation Projects
- Plan check services for development projects in the City.
- Assist with review of transportation and traffic engineering requests from the public
- Traffic engineering services including familiarity with traffic principles, California Manual on Uniform Control Devices, Highway Design Manual and ITE design manuals.
- Minor Civil Engineering Design
- Support Services for the Public Works Department such as permit processing, RFPs, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City

Exhibit B  
Approved Fee Schedule

The Consultant shall provide a not to exceed of three hundred and twenty six (326) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$165 per hour.

The total not to exceed amount for the services shall be fifty thousand seven hundred and ninety dollars (\$53,790).



**ATTACHMENT 2**  
Original W. G. Zimmerman Contract

FIRST AMENDMENT TO  
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 19<sup>th</sup> day of February, 2020 by and between the CITY OF SOUTH PASADENA (“CITY”) and INTERWEST CONSULTING GROUP (“CONSULTANT”).

RECITALS

WHEREAS, on December 2, 2019, the CITY and CONSULTANT entered into an Agreement for PLAN CHECK AND PUBLIC WORKS AND CAPITAL IMPROVEMENT PLAN PROJECT SUPPORT SERVICES (“Agreement”); and

WHEREAS, the Agreement was in the amount of \$24,500; and

WHEREAS, due to a vacancy in the Civil Engineering Associate position, the CITY desires to amend the Agreement to increase the hours needed for CONSULTANT to assist the City on providing plan check and public works project management services; and

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

1. DEFINITIONS. That Section 3.4 of the Agreement is hereby amended to read as follows:

“MAXIMUM AMOUNT”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is fifty-eight thousand one hundred dollars (\$58,100).

2. SCOPE OF SERVICES. The attached Exhibit A supersedes the original Exhibit A of the Agreement to reflect the change in hours of work and contract amount.

3. APPROVED FEE SCHEDULE: The attached Exhibit B supersedes the original Exhibit B to reflect the change in hours of work and contract amount.

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.

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

“City”  
City of South Pasadena

“Consultant”  
Interwest Consulting Group

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

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

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

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

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

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

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

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

**Attest:**

By: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

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

**Approved as to form:**

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

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

Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 16 hours, 2 days a week to assist the City in provide Public Works, Plan Check Review and Capital Improvement Plan Project Support Services. The City may adjust the hours required based on actual needs. The Consultant proposes to use Kevin Ko, PE, at a rate of \$140 per hour (see the resume below):



**INTERWEST  
CONSULTING  
GROUP**

[www.interwestgrp.com](http://www.interwestgrp.com)

**EDUCATION**

BS, Civil Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Civil and Structural Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Structural Engineering  
University of Illinois, Urbana-Champaign  
Champaign, IL

**REGISTRATIONS  
CERTIFICATIONS**

CA Registered Civil Engineer | C88495

Qualified SWPPP Developer (QSD) |  
C88495

## Kevin Ko, PE, QSD

### CA Registered Professional Civil Engineer

Kevin is a registered Civil Engineer and certified Qualified SWPPP Developer with multiple years of experience providing civil engineering services to clients in Southern California. His experience includes civil design for drainage, grading, storm water quality, and utility projects as well as construction management on a number of capital projects such as street improvements, sewer improvements, and park improvements. Kevin provides excellent customer service and completes tasks in an accurate, timely, and friendly manner. Kevin has also provided plan review on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who embraces new challenges exceptionally.

### PROJECT SPECIFIC EXPERIENCE

#### Contract City Engineer – City of Maywood

2016 – Present Interwest Consulting Group

As City Engineer, Kevin serves as Project Manager and Construction Manager on a number of CIP projects. Kevin is directly involved in the design and construction of street resurfacing, sidewalk improvements, slurry seal, sewer replacement, and park projects. His recent projects include a traffic calming roundabout and development of Maywood Riverfront Park in collaboration with USEPA and US Army Corps of Engineers. Kevin also works closely with the team's Construction Inspectors to ensure projects are completed within a timely manner and within budget.

#### Plans Examiner – City of Pomona

2016 – 2017 Interwest Consulting Group

As a Plans Examiner, Kevin provided residential building plan check and inspection services, ensuring building permit applicants and permittees met the City's municipal code and Title 24 requirements.

#### Transit Coordinator – City of Covina

2015 – 2016 Interwest Consulting Group

As the Transit Coordinator, Kevin was responsible for overseeing the Department of Public Works Transportation Division's operations which included managing service contracts for the maintenance of the City's streets, parking lots, parking structures, Metrolink station, and Dial-A-Ride program (Covina Transit). His duties included developing and implementing procedures for Covina Transit, implementing a vehicle replacement program for its fleet, and procuring a contract service provider to operate the service. He served as the City's liaison between the City and Metrolink, coordinated maintenance of the train station, managed service contracts for security services at the City's Metrolink station and parking structures, facilitated the Covina Police Department and Department of Public Work's in procuring a surveillance system for the premises, and implemented a secure bicycle parking station. He also prepared and managed the Transportation Division's annual budget, coordinating with the Engineering Department to determine Prop A, Prop C, Measure R, TDA3, STPL, Gas Tax, and Grant funding as part of the City's CIP program.



**Assistant/Associate Engineer – City of Bell  
2014 – 2017** Interwest Consulting Group

As an Assistant/Associate Engineer, Kevin has designed a number of pavement rehabilitation, slurry seal, and sewer replacement and lining projects, handled citizen requests for service, provided construction administration and inspection on construction projects and worked on with the team's Associate Engineer on Project Funding including Prop C, Measure R, Gas Tax, STPL and Grant projects. Kevin has also provided plan review

on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who addresses new challenges exceptionally well.

**Civil Designer  
2013 – 2014** Sato & Associates, Inc.

As a Civil Designer, Kevin collaborated with a team of professional engineers to develop civil construction plans for various small to large scale commercial land development projects in various counties in the State of Hawaii. He performed calculations and prepared reports for grading, erosion control, drainage, storm water quality, and water and wastewater systems as required for permit acquisition. He also coordinated with municipal agencies to address submittal review comments and compliance issues during approval process.

**Highlighted Projects for Sato & Associates include:**

- Kalialinui Bridge Repair, Maui, Hawaii
- Kapahulu Ave/Kihei Place Parking Lot, Honolulu, Hawaii
- Lanihau Shopping Center, Maui, Hawaii
- Nimitz McDonald's, Honolulu, Hawaii
- Park Lane Ala Moana, Honolulu, Hawaii
- Puhi Warehouse, Kauai, Hawaii
- Puunene Shopping Center, Maui, Hawaii
- Quality General Baseyard, Honolulu, Hawaii
- Services Rentals Kona, Kona, Hawaii
- Wasa Electrical New Building, Honolulu, Hawaii

Consultant shall provide Plan Check and Public Works and Capital Improvement Plan Project Support Services for the following:

- Preventative Maintenance and Street Improvement Projects
- Sidewalk, curb, gutter and ramp repair projects
- Minor Civil Engineering Design
- Facilities Capital Improvement Projects
- Plan check services for residential and commercial projects in the City.
- Be available during Public Works Plan Check counter hours Monday and Wednesday from 1:30 pm to 5:00 pm.
- Support Services for the Public Works Department such as permit processing, service request responses, developing request for proposal, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City

Exhibit B  
Approved Fee Schedule

The Consultant shall provide a not to exceed of four hundred and fifteen (415) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$140 per hour.

The total not to exceed amount for the services shall be fifty eight thousand one hundred dollars (\$58,100).

**ATTACHMENT 3**  
Proposed Interwest Consulting Amendment

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / W.G. Zimmerman Engineering, 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 W.G. Zimmerman Engineering, Inc. (“Consultant”).

**2. RECITALS**

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

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

**3. DEFINITIONS**

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



- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is twenty four thousand seven hundred and fifty Dollars (\$24,750.00).
- 3.5. “Commencement Date”: December 2, 2019
- 3.6. “Termination Date”: June 30, 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 Bill Zimmerman shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and

this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

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

## 11. INDEMNIFICATION

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

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena CIP Project Management
  - 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: Public Works Department, South Pasadena, CA 95945.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

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

Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

#### 14. NOTICES

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

##### If to City

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

##### If to Consultant

Bill Zimmerman  
17011 Beach Blvd #1240  
Huntington Beach, CA 92647

With courtesy copy to:

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

#### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

#### 16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under

this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

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

related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By: [Signature]

Signature

Printed: Stephanie Dewitte

Title: City Manager

Date: 12/03/19

“Consultant”

W.G. Zimmerman Engineering, Inc.

By: [Signature]

Signature

Printed: William C. Zimmerman

Title: President

Date: 12/2/19

Approved as to form:

By: [Signature]

Feresa L. Highsmith, City Attorney

Date: 12/3/19

Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works and Capital Improvement Plan Project Support Services. The Consultant proposes to use Christopher Cordero, PE, at a rate of \$165 per hour (see the resume below):

**CHRISTOPHER CORDERO, PE**  
SENIOR PROJECT ENGINEER

WGZE

**Summary**

Mr. Cordero has over 10 years of design experience in traffic and civil engineering. He has been the project engineer for projects in the Cities of Downey, Signal Hill, Camarillo, Pasadena, Cypress, Long Beach, Carson, Brea, Newport Beach, Seal Beach, and Stanton. His experience includes traffic studies, circulation studies, parking lots design, grade separation studies, traffic signal design, communication design, roadway design, site grading, retaining wall design, preparation and review of SUSMP/WQMP, low impact development design, drainage design, hydrology studies, PS&E development, and construction inspection.

Years with Firm: 10  
Years with Other Firms: 3  
Education/Training:  
B.S. Civil Engineering – California  
State Polytechnic University,  
Pomona, CA  
Licenses/Certifications:  
Registered Civil Engineer:  
California – #84651  
Hawaii – #17134

**Project Experience**

**Staff Augmentation, Carson, CA.** Senior Project Engineer to provide staff support to the City of Carson by providing staff augmentation as an Associate Engineer for the City's CIP and development projects. Services included: review development plans, coordination with developers, traffic control plan review, and minor civil engineering design: curb ramps, sump pump, and cross-gutters.

**Staff Augmentation, Costa Mesa, CA.** Senior Project Engineer to provide staff support to the City of Costa Mesa by providing staff augmentation as a Senior Transportation Engineer for the City's CIP projects and day-to-day operations. Services included: review traffic control plans, design traffic control plans, and develop striping plans.

**On-Call Traffic Engineering Services, Signal Hill, CA.** Provided the City of Signal Hill traffic engineering support as a Senior Project Engineer. These services include: perform Engineering and traffic survey 2016, coordinate community safety issues with police department, developed community traffic management programs, prepared traffic signal plans, developed signal timing to improve intersection operations, corridor traffic signal synchronization, reviewed traffic signal plans/intersection improvement plans, reviewed/designed traffic control plans, prepared/coordinated with Caltrans for encroachment permits and Federal Funding, and prepared/review traffic impact studies.

**TUMF Review for Western Riverside Coalition of Governments, Riverside, CA.** Senior Project Engineer conducting field and plan reviews in Riverside County to determine verification for reimbursement for projects completed. Analyzing projects based on "WRCOG" criteria such as road widths, number of lanes, and curb and gutter.

Consultant shall provide on-call Public Works and Capital Improvement Plan (CIP) Project Support Services for the following Projects:

- Preventative Maintenance and Street Improvement Projects
- Transportation and Traffic Signal Synchronization Projects
- Caltrans Highway Safety Improvement Projects
- Metro Prop C Transportation Projects
- Measure R Mobility Improvement Projects
- Measure M Subregional Transportation Projects
- Plan check services for development projects in the City.
- Assist with review of transportation and traffic engineering requests from the public
- Traffic engineering services including familiarity with traffic principles, California Manual on Uniform Control Devices, Highway Design Manual and ITE design manuals.
- Minor Civil Engineering Design
- Support Services for the Public Works Department such as permit processing, RFPs, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City



**Exhibit B**  
**Approved Fee Schedule**

The Consultant shall provide a not to exceed of one hundred and fifty (150) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$165 per hour.

The total not to exceed amount for the services shall be twenty-four thousand seven hundred and fifty dollars (\$24,750).



**ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available).

**Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

**PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

POLICY NUMBER: 6807H190372

COMMERCIAL GENERAL LIABILITY  
ISSUED DATE: 12/3/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> W G Zimmerman Engineering, Inc.</p> <p><b>Endorsement Effective Date:</b> 10/15/2019</p>
---

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

**ATTACHMENT 4**  
Original Interwest Consulting Contract

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena / Interwest Consulting Group)**

**1. IDENTIFICATION**

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

**2. RECITALS**

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

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

**3. DEFINITIONS**

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



- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is twenty four thousand five hundred Dollars (\$24,500.00).
- 3.5. “Commencement Date”: December 2, 2019
- 3.6. “Termination Date”: June 30, 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. Jim Ross shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at

the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

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

Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena CIP Project Management
  - 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: Public Works Department, South Pasadena, CA 95945.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

### 13. MUTUAL COOPERATION

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

## 14. NOTICES

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

### If to City

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

### If to Consultant

Jim Ross  
Interwest Consulting Group  
15140 Transistor Lane  
Huntington Beach, CA 92649

With courtesy copy to:

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

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City

data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law,

disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

By: [Signature]

Signature

Printed: Stephanie Dewdfe

Title: City Manager

Date: 12/3/2019

“Consultant”

Interwest Consulting Group

By: [Signature]

Signature

Printed: James G. Ross

Title: Public Works Group Leader

Date: 12/2/19

Approved as to form:

By: [Signature]

Teresa L. Highsmith, City Attorney

Date: 12/3/19

Exhibit A  
Scope of Services

The City requires a qualified individual to serve onsite approximately 20 hours, 2 days a week to assist the City in provide Public Works, Plan Check Review and Capital Improvement Plan Project Support Services. The Consultant proposes to use Kevin Ko, PE, at a rate of \$140 per hour (see the resume below):



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CONSULTING  
GROUP**

[www.interwestgrp.com](http://www.interwestgrp.com)

**EDUCATION**

BS, Civil Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Civil and Structural Engineering  
University of Hawaii, Manoa  
Honolulu, HI

Graduate Coursework in  
Structural Engineering  
University of Illinois, Urbana-Champaign  
Champaign, IL

**REGISTRATIONS  
CERTIFICATIONS**

CA Registered Civil Engineer | C88495

Qualified SWPPP Developer (QSD) |  
C88495

**Kevin Ko, PE, QSD**

**CA Registered Professional Civil Engineer**

Kevin is a registered Civil Engineer and certified Qualified SWPPP Developer with multiple years of experience providing civil engineering services to clients in Southern California. His experience includes civil design for drainage, grading, storm water quality, and utility projects as well as construction management on a number of capital projects such as street improvements, sewer improvements, and park improvements. Kevin provides excellent customer service and completes tasks in an accurate, timely, and friendly manner. Kevin has also provided plan review on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who embraces new challenges exceptionally.

**PROJECT SPECIFIC EXPERIENCE**

**Contract City Engineer – City of Maywood**

2016 – Present Interwest Consulting Group

As City Engineer, Kevin serves as Project Manager and Construction Manager on a number of CIP projects. Kevin is directly involved in the design and construction of street resurfacing, sidewalk improvements, slurry seal, sewer replacement, and park projects. His recent projects include a traffic calming roundabout and development of Maywood Riverfront Park in collaboration with USEPA and US Army Corps of Engineers. Kevin also works closely with the team's Construction Inspectors to ensure projects are completed within a timely manner and within budget.

**Plans Examiner – City of Pomona**

2016 – 2017 Interwest Consulting Group

As a Plans Examiner, Kevin provided residential building plan check and inspection services, ensuring building permit applicants and permittees met the City's municipal code and Title 24 requirements.

**Transit Coordinator – City of Covina**

2015 – 2016 Interwest Consulting Group

As the Transit Coordinator, Kevin was responsible for overseeing the Department of Public Works Transportation Division's operations which included managing service contracts for the maintenance of the City's streets, parking lots, parking structures, Metrolink station, and Dial-A-Ride program (Covina Transit). His duties included developing and implementing procedures for Covina Transit, implementing a vehicle replacement program for its fleet, and procuring a contract service provider to operate the service. He served as the City's liaison between the City and Metrolink, coordinated maintenance of the train station, managed service contracts for security services at the City's Metrolink station and parking structures, facilitated the Covina Police Department and Department of Public Work's in procuring a surveillance system for the premises, and implemented a secure bicycle parking station. He also prepared and managed the Transportation Division's annual budget, coordinating with the Engineering Department to determine Prop A, Prop C, Measure R, TDA3, STPL, Gas Tax, and Grant funding as part of the City's CIP program.



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GROUP

www.interwestgrp.com

**Assistant/Associate Engineer – City of Bell**

2014 – 2017

Interwest Consulting Group

As an Assistant/Associate Engineer, Kevin has designed a number of pavement rehabilitation, slurry seal, and sewer replacement and lining projects, handled citizen requests for service, provided construction administration and inspection on construction projects and worked on with the team's Associate Engineer on Project Funding including Prop C, Measure R, Gas Tax, STPL and Grant projects. Kevin has also provided plan review

on development projects and undertaken preliminary engineering studies to address infrastructure issues. Kevin is an adaptable individual who addresses new challenges exceptionally well.

**Civil Designer**

2013 – 2014

Sato & Associates, Inc.

As a Civil Designer, Kevin collaborated with a team of professional engineers to develop civil construction plans for various small to large scale commercial land development projects in various counties in the State of Hawaii. He performed calculations and prepared reports for grading, erosion control, drainage, storm water quality, and water and wastewater systems as required for permit acquisition. He also coordinated with municipal agencies to address submittal review comments and compliance issues during approval process.

**Highlighted Projects for Sato & Associates include:**

- Kalialinui Bridge Repair, Maui, Hawaii
- Kapahulu Ave/Kihei Place Parking Lot, Honolulu, Hawaii
- Lanihau Shopping Center, Maui, Hawaii
- Nimitz McDonald's, Honolulu, Hawaii
- Park Lane Ala Moana, Honolulu, Hawaii
- Puhi Warehouse, Kauai, Hawaii
- Puunene Shopping Center, Maui, Hawaii
- Quality General Baseyard, Honolulu, Hawaii
- Services Rentals Kona, Kona, Hawaii
- Wasa Electrical New Building, Honolulu, Hawaii

Consultant shall provide Plan Check and Public Works and Capital Improvement Plan Project Support Services for the following:

- Preventative Maintenance and Street Improvement Projects
- Sidewalk, curb, gutter and ramp repair projects
- Minor Civil Engineering Design
- Facilities Capital Improvement Projects
- Plan check services for residential and commercial projects in the City.
- Be available during Public Works Plan Check counter hours Monday and Wednesday from 1:30 pm to 5:00 pm.
- Support Services for the Public Works Department such as permit processing, service request responses, developing request for proposal, contract specifications, etc. as determined by the City.
- Additional Public Works support services as determined by the City



**Exhibit B  
Approved Fee Schedule**

The Consultant shall provide a not to exceed of one hundred and seventy five (175) hours of on-call Public Works and Capital Improvement Plan Project Support Services as requested by the City representative. Consultant bill rate is \$140 per hour.

The total not to exceed amount for the services shall be twenty-four thousand five hundred dollars (\$24,500).



# City Council Agenda Report

ITEM NO. \_\_\_\_

**DATE:** February 19, 2020

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

**PREPARED BY:** Shahid Abbas, Director of Public Works *[Signature]*  
Kristine Courdy, P.E., Deputy Director of Public Works *[Signature]*

**SUBJECT:** **Acceptance of Project Completion and Authorization to File a Notice of Completion for the Bushnell Avenue and Diamond Avenue Street Improvement Project and Authorization to Release Retention Payment to Sequel Contractors, Inc. in the Amount of \$47,204.45**

## Recommendation Action

It is recommended that the City Council:

1. Accept the Bushnell Avenue and Diamond Avenue Street Improvement Project (Project) as complete;
2. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorize release of retention payment to Sequel Contractors, Inc. (Contractor), in the amount of \$47,204.45.

## Commission Review and Recommendation

This matter was not reviewed by a commission.

## Discussion/Analysis

The original contract amount was \$1,089,855 and the final contract amount is \$944,089. The reduction in the final amount was primarily due to the change in quantities of asphalt concrete, sidewalk, and driveway replaced. The construction was completed within the budget and in a timely manner. The Project was managed and inspected by Interwest Consulting Group, Inc.

## Background

On March 1, 2019, the City Council authorized the award of a contract in the amount of \$1,089,855 to Sequel Contractors, Inc., for the Bushnell Avenue and Diamond Avenue Street Improvement Project. The project consisted of pavement rehabilitation and water improvements on Bushnell Avenue (Oak Street to Huntington Drive) and Diamond Avenue (Monterey Road to Lyndon Street) (see Attachment 1). More specifically, the scope of work consisted of cold milling of existing pavement, reconstruction of localized asphalt pavement failures, asphalt concrete overlay, removal and replacement of sidewalk, curb ramps, driveway approaches, curb and gutter, thermoplastic striping and pavement markings, utility adjustments and installation of

new water meters, services, valves, fire hydrants and its appurtenances.

The streets selected for repair were based on a street projects list generated from the Pavement Management Program (PMP) that was developed in 2015 which took into account staff recommendations, risk management, conditions of the City's infrastructure such as water and road surface, and Public Works Commission (PWC) input. The PWC, and subsequently the City Council, approved the proposed list of street improvements.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

The Project was funded from the Measure M Account No. 236-9000-9000-9000 in the amount of \$78,172; General Fund Account No. 104-9000-9203-9203 in the amount of \$564,855; and Water Fund Account No. 500-9000-9300-9300 in the amount of \$266,878.

### **Environmental Analysis**

This Project is exempt from any California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

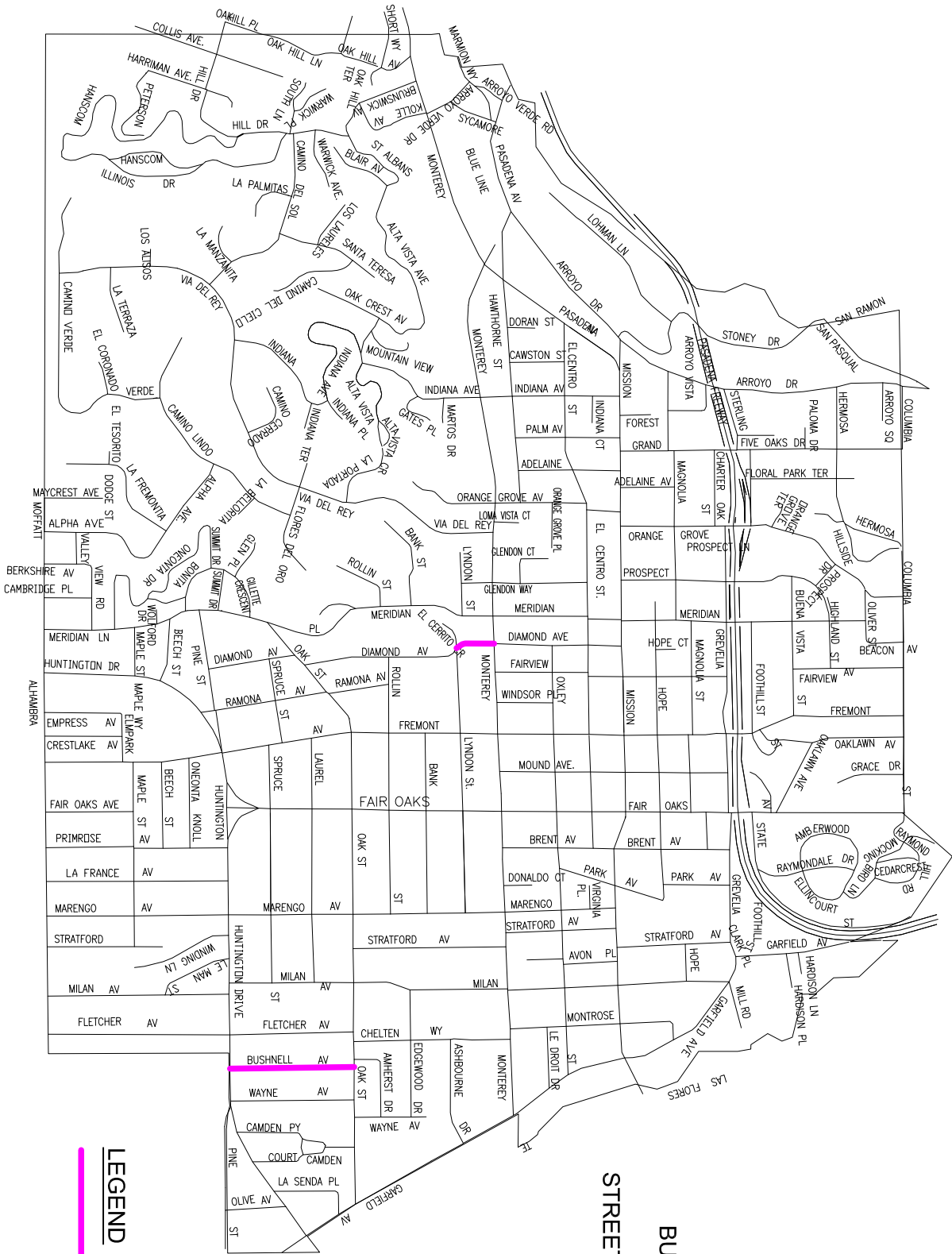
### **Public Notification of Agenda Item**

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

Attachments:

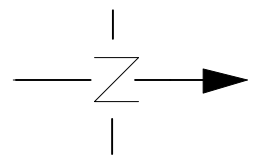
1. Map of Locations
2. Notice of Completion

**ATTACHMENT 1**  
Map of Locations



**LEGEND**  
 PROJECT LOCATION

**BUSHNELL AVENUE AND  
 DIAMOND AVENUE  
 STREET IMPROVEMENT PROJECT  
 LOCATION MAP**



**ATTACHMENT 2**  
Notice of Completion

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

City of South Pasadena - PW

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.:

Order No.:

Escrow No.:

### NOTICE OF COMPLETION

**NOTICE IS HEREBY GIVEN THAT:**

- 1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
- 2. The FULL NAME of the OWNER is City of South Pasadena.
- 3. The FULL ADDRESS of the OWNER is 1414 Mission Street, South Pasadena, CA 91030.
- 4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: \_\_\_\_\_ in fee.
- 5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES

ADDRESSES


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

NAMES

ADDRESSES


- 7. A work of improvement on the property hereinafter described was COMPLETED January 21, 2020.

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

**The project consisted of pavement rehabilitation and water improvements on Bushnell Avenue (Oak Street to Huntington Drive) and Diamond Avenue (Monterey Road to Lyndon Street).**

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

- 10. The street address of said property is Bushnell Avenue (Oak Street to Huntington Drive) and Diamond Avenue (Monterey Road to Lyndon Street) within South Pasadena, CA.

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

Date: February 24, 2020

(Signature of Owner or agent of owner)

**Kristine Courdy, City of South Pasadena**

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

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
(Signature of owner named in paragraph 2)

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

February 24, 2020

South Pasadena

Date and Place

\_\_\_\_\_  
(Signature of person signing on behalf of owner)

**Kristine Courdy, City of South Pasadena**





# City Council Agenda Report

ITEM NO. \_\_\_\_

**DATE:** February 19, 2020

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

**PREPARED BY:** Shahid Abbas, Director of Public Works  
Kristine Courdy, Deputy Director of Public Works *[Signature]*

**SUBJECT:** **Second Reading and Adoption of Two Ordinances: 1) Restructure and Rename the Freeway and Transportation Commission to Create the Mobility and Transportation Infrastructure Commission with Updated Responsibilities; and 2) Restructure the Public Works Commission with Updated Roles and Responsibilities**

## Recommendation

It is recommended that the City Council:

- 1) Read by title only for second reading, waiving further reading, and adopt an Ordinance to repeal Article IVD (Freeway and Transportation Commission) of Chapter 2 "Administration" of the South Pasadena Municipal Code (SPMC) and add a new Article IVD (Mobility and Transportation Infrastructure Commission) to SPMC Chapter 2 to restructure and rename the Freeway and Transportation Commission (FTC) to create the Mobility and Transportation Infrastructure Commission (MTIC) with updated roles and responsibilities to focus on mobility policy and transportation infrastructure; and
- 2) Read by title only for second reading, waiving further reading, and adopt an Ordinance to repeal Article IVK (Public Works Commission) of SPMC Chapter 2 "Administration" and add a new Article IVK (Public Works Commission) to restructure the Public Works Commission (PWC) with updated roles and responsibilities to focus on non-transportation infrastructure including water, sewer, stormwater, buildings, and City facilities.

## Discussion/Analysis

On February 5, 2020, the City Council introduced two ordinances: 1) Restructure and rename the FTC to create the MTIC with updated responsibilities; and 2) Restructure the PWC with updated roles and responsibilities. The first reading of the two ordinances were approved with minor revisions.

Under the first ordinance the FTC will be restructured as the MTIC, expanding its purview to include a broader focus on mobility policy and transportation infrastructure, including the development of a framework for expenditure of the \$100 million in transportation grant funding.

All mobility and transportation policy would be consolidated under one advisory body, eliminating overlap and friction between the FTC and PWC.

The second ordinance restructures the PWC to focus on non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities. The restructured PWC would advise on the integrated water/wastewater plan and non-transportation portions of the CIP. This structure would allow for a new focus on non-transportation infrastructure and policy that is currently secondary under the existing commission structure. In addition, water utility management and stormwater are not within the scope of any city commission, but new focus and funding at the local and state level in these areas is likely to present a number of critical policy issues that would benefit from commission perspective.

**Next Steps**

1. If adopted, the Ordinance shall take effect thirty days after its final passage.
2. The City Clerk’s office shall begin to recruit commissioners for the MTIC and PWC.

**Legal Review**

The City Attorney has reviewed this item.

**Fiscal Impact**

There is no fiscal impact.

**Public Notification of Agenda Item**

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

**Attachments:**

- 1) Ordinance to Establish the Mobility and Transportation Infrastructure Commission
- 2) Ordinance to Establish the new Public Works Commission

**ATTACHMENT 1**  
Ordinance to establish a Mobility  
and Transportation Infrastructure Commission

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA  
REPEALING ARTICLE IVD (FREEWAY AND TRANSPORTATION  
COMMISSION) AND ADDING A NEW ARTICLE IVD (MOBILITY AND  
TRANSPORTATION INFRASTRUCTURE COMMISSION)  
OF THE SOUTH PASADENA MUNICIPAL CODE**

**SECTION 1.** Article IVD (Freeway and Transportation Commission), Sections 2.47 through 2.50, is repealed.

**SECTION 2.** A new and renumbered Article IVD (Mobility and Transportation Infrastructure Commission), Sections 2.47-1 through 2.47- 5, is added to Chapter 2 (Administration) to read as follows:

**"ARTICLE IVD. MOBILITY AND TRANSPORTATION INFRASTRUCTURE  
COMMISSION**

**2.47-1 Creation.**

There is hereby created a five-member Mobility and Transportation Infrastructure Commission.

**2.47-2 Responsibilities.**

It shall be the responsibility of the Mobility and Transportation Infrastructure Commission to serve in an advisory capacity to the city council on policies regarding:

- (a) Mobility policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters;
- (b) Federal, state, regional and local transportation funding and planning;
- (c) Input on transportation and mobility policies such as the transportation related CIP items, Neighborhood Traffic Management Plan, Active Transportation Plan, etc.; and
- (d) A forum for community input on mobility topics.

**2.47-3 Limitations.**

The Mobility and Transportation Infrastructure Commission may discharge its responsibilities in the manner and means selected by it, except as follows:

- (a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of the city council, nor shall it commit the officers, employees or staff of the city in any manner to any course of

action; to the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and

- (b) It shall not encroach upon any area preempted by state or federal law; and
- (c) It shall forward all of its findings and recommendations to the city manager and the city council prior to public release.

**2.47-4 Composition of members.**

- (a) The initial composition of the commission shall consist of one member being appointed by each councilmember and their term lengths will be staggered as follows: one member will serve one three-year term; two members will serve one year and then be eligible for one additional three-year term; and the remaining two members will serve two years and then be eligible for one additional three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).
- (b) All members shall have an expressed interest in and knowledge of mobility policy, multi-modal transportation, and transportation infrastructure. The city shall make a concerted effort to recruit at least one registered civil engineer or traffic engineer with an active license, and professionals with expertise in other areas such as traffic engineering, mobility planning, transportation infrastructure, contracting or construction, construction law, or construction management and inspection.

**2.47-5 Meetings.**

The Mobility and Transportation Infrastructure Commission shall hold up to one regular meeting each month. The chair may call for a special meeting if needed with concurrence of the commission."

**SECTION 3. SEVERABILITY.** If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**SECTION 4. CEQA.** This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

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

**SECTION 6.** This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall

certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

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

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

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**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of February, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

**ATTACHMENT 2**  
Ordinance to establish the new  
Public Works Commission

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA  
REPEALING ARTICLE IVK (PUBLIC WORKS  
COMMISSION) AND ADDING A NEW ARTICLE IVK (PUBLIC  
WORKS COMMISSION)  
OF THE SOUTH PASADENA MUNICIPAL CODE**

**SECTION 1.** Article IVK (Public Works Commission), Sections 2.79-1 through 2.79-6, is repealed.

**SECTION 2.** A new and renumbered Article IVK (Public Works Commission), Sections 2.79-1 through 2.79- 5, is added to Chapter 2 (Administration) to read as follows:

**"ARTICLE IVK. PUBLIC WORKS COMMISSION**

**2.79-1 Creation.**

There is hereby created a five-member Public Works Commission.

**2.79-2 Responsibilities.**

It shall be the responsibility of the Public Works Commission to serve in an advisory capacity to the city council on policies regarding:

- (a) Policy matters related to non-transportation infrastructure including water, sewer, stormwater, buildings and city facilities;
- (b) Regional non-transportation infrastructure funding and planning;
- (c) Utility management including water, sewer and stormwater;
- (d) Input on infrastructure policies and plans such as the utility and infrastructure CIP items (non-transportation), Integrated Water and Wastewater Resource Management Plan, Safe Clean Water and Measure W Plans, Facility Assessment Plan, etc.; and
- (e) A forum for community input on infrastructure topics.

**2.79-3 Limitations.**

The Public Works Commission may discharge its responsibilities in the manner and means selected by it, except as follows:

- (a) Unless expressly authorized to do so by the city council, it shall not represent itself to be, nor in any way act for or on behalf of the city council, nor shall it commit the officers, employees or staff of the city in any manner to any course of action; to the contrary, it shall act as a study center and clearinghouse for advisory action to the city council; and
- (b) It shall not encroach upon any area preempted by state or federal law; and



- (c) It shall forward all of its findings and recommendations to the city manager and the city council prior to public release.

**2.79-4 Composition of members.**

- (a) The initial composition of the commission shall consist of one member being appointed by each councilmember and their term lengths will be staggered as follows: one member will serve one three-year term; two members will serve one year and then be eligible for one additional three-year term; and the remaining two members will serve two years and then be eligible for one additional three-year term. Future appointments will be made by the mayor pursuant to SPMC 2.23 (Composition, appointment and removal of members).
- (b) All members shall have an expressed interest in and knowledge of public works projects, methods and procedures. The city shall make a concerted effort to recruit at least one registered civil engineer with an active license, and professionals with expertise in other areas such as structural engineering, architecture, landscape architecture, water, stormwater, sewers, and construction contracts, management or inspection.

**2.79-5 Meetings.**

The Public Works Commission shall hold up to one regular meeting every other month. The chair may call for a special meeting if needed with concurrence of the commission."

**SECTION 3. SEVERABILITY.** If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**SECTION 4. CEQA.** This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15378(b)(5) as an agency organizational or administrative activity that produces no physical changes to the environment.

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

**SECTION 6.** This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

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

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

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**I HEREBY CERTIFY** the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19<sup>th</sup> day of February, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

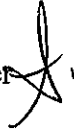
\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)



# City Council Agenda Report

ITEM NO. \_\_\_\_\_

**DATE:** February 19, 2020

**FROM:** Stephanie DeWolfe, City Manager 

**PREPARED BY:** Paul Riddle, Fire Chief

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

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### **Recommendation**

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7640, adopt by motion an order directing the abatement of hazardous vegetation.

### **Commission Review and Recommendation**

This matter was not reviewed by any commission.

### **Community Outreach**

On or before February 1, 2020, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7640 advising them of the Public Hearing.

### **Discussion/Analysis**

On an annual basis, the County of Los Angeles Agricultural Commissioner/Weights and Measures provides brush clearance and vegetation management services within the City of South Pasadena (City). The vegetation management program inspects unimproved and designated properties within the City. Property owners of the properties that are identified in the resolution are sent annual weed abatement notices advising them of the requirement to maintain their parcels in fire safe conditions. If the property owners elect not to abate brush and native vegetation fire hazards, the County of Los Angeles facilitates the hazard abatement and assesses fees to recover costs.

The 2020 Los Angeles County Declaration list identified 93 properties in the City that require an inspection and or clearance of hazardous vegetation.

### **Next Steps**

1. Adopt by motion an order directing the abatement of hazardous vegetation.
2. Once approved by the City Council, the City Clerk will send a copy of the Abatement Order to the County of Los Angeles.
3. The County of Los Angeles will send notices to property owners of the unimproved properties identified in the report advising them that the seasonal growth of brush and weeds constitutes a fire hazard and needs to be abated. If property owners elect not to abate the hazardous vegetation, the County of Los Angeles will facilitate the abatement and add the charges to the owner's annual property tax assessment. These charges will be brought back to the City Council and confirmed at a Public Hearing in July 2020.

### **Background**

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures. Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the affected properties on or before February 1, 2020, advising them of the need to maintain parcels free from hazardous vegetation. The annual weed abatement notice also advised property owners that the City will be holding a Public Hearing on February 19, 2020, to hear any objections.

### **Legal Review**

The City Attorney has reviewed this item.

### **Fiscal Impact**

There is no fiscal impact to the City. Property owners who elect not to abate vegetation fire hazards are assessed fees through the County of Los Angeles for inspection and abatement costs.

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

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

### **Attachments:**

1. Resolution No. 7640
2. Abatement Order, Los Angeles County
3. Declaration List, Los Angeles County

**ATTACHMENT 1**  
**Resolution No. 7640**

**RESOLUTION NO. 7640**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
DECLARING THAT WEEDS, BRUSH, RUBBISH  
AND REFUSE UPON OR IN FRONT OF SPECIFIED  
PROPERTY IN THE CITY ARE A SEASONAL AND  
RECURRENT PUBLIC NUISANCE AND DECLARING  
ITS INTENTION TO PROVIDE FOR THE  
ABATEMENT THEREOF**

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

**BE IT RESOLVED THAT**, pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of South Pasadena (City) specifically finds:

**SECTION 1.** That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.

**SECTION 2.** That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

**SECTION 3.** That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

**SECTION 4.** That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.

**SECTION 5.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**BE IT THEREFORE RESOLVED**, pursuant to the findings of fact, by this Council heretofore made, that the weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance that should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail and said notice shall be substantially in the following form to-wit:

**NOTICE TO DESTROY WEEDS,  
REMOVE BRUSH, RUBBISH AND REFUSE**

Notice is hereby given that on February 5, 2020, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 19, 2020, at 7:30 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.

---

Evelyn G. Zneimer, City Clerk

**BE IT THEREFORE RESOLVED THAT** the Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

**BE IT FURTHER RESOLVED THAT** the 19<sup>th</sup> day of February, 2020, at the hour of 7:30 p.m. of said day, is the day and hour, and the meeting room of the City Council of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

**BE IT RESOLVED THAT** the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 19, 2020.

**PASSED, APPROVED AND ADOPTED ON** this 5th day of February, 2020.

---

Robert S. 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 5th day of February, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

**ATTACHMENT 2**  
Abatement Order, Los Angeles County

**ABATEMENT ORDER**

FEBRUARY 19, 2020

FOLLOWING THE PUBLIC HEARING HELD FEBRUARY 19, 2020, IN THE MATTER OF DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY OF SOUTH PASADENA ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE AND DECLARING THE CITY COUNCIL'S INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF, THE CITY COUNCIL, BY RESOLUTION, ADOPTED AN ORDER DIRECTING THE AGRICULTURAL COMMISSIONER/DIRECTOR OF WEIGHTS AND MEASURES TO ABATE THE NUISANCE BY HAVING THE WEEDS, RUBBISH, AND REFUSE REMOVED.

**CITY COUNCIL OF THE  
CITY OF SOUTH PASADENA**

BY: \_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

BY: \_\_\_\_\_  
Evelyn G. Zneimer, City Clerk

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

**ATTACHMENT 3**  
Declaration List, Los Angeles County

LOS ANGELES COUNTY DECLARATION LIST  
 CITY OF SOUTH PASADENA  
 KEY OF F, CITY CODE 654 (UNIMPROVED)

DATE: 01/07/20

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5308 002 064	CAMINO DEL SOL	L S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 002 070	HANSCOM DR	LEVY,SAMUEL S	P O BOX 556537	LOS ANGELES CA	90255
5308 002 072	CAMINO DEL SOL	S AND E ASSOCIATES	P O BOX 556537	LOS ANGELES CA	90055
5308 020 027	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 021 001	HANSCOM DR	WINTER,ERIC	P O BOX 3702	SOUTH PASADENA CA	91031
5308 022 002	HANSCOM DR	BROSMAN,NICOLE A	623 PROSPECT AVE UNIT 5	SOUTH PASADENA CA	90042
5308 022 003	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 004	HANSCOM DR	OHRINGER, JACK F AND	8545 WISNER AVE	NORTH HILLS CA	91343
5308 022 005	HANSCOM DR	BOGDAN, SANDOR & NITZA	5825 KESTER AVE	SHERMAN OAKS CA	91411
5308 022 009	HANSCOM DR	DUARTE,LAURA I	2059 BARNETT WAY	LOS ANGELES CA	90032
5308 023 007	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	06870
5308 023 008	PETERSON AVE	NANSEN, MARK TR	2145 HANSCOM DR	SOUTH PASADENA CA	91030
5308 023 015	HANSCOM DR	YELDING SOLAN, JOHN P TR	461 E BLITHEDALE AVE	MILL VALLEY CA	94941
5308 024 017	HANSCOM DR	MASSAROTTI, ROBER L AND	1865 HANSCOM DR	SOUTH PASADENA CA	91030
5308 024 034	1903 HANSCOM DR	LIU,QUAN	121 N SAN GABRIEL BLVD	SAN GABRIEL CA	91775
5308 025 027	PETERSON AVE	CHU, KEVIN W AND JENNY	1825 HANSCOM R	SOUTH PASADENA CA	91030
5308 027 007	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 008	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 016	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 017	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 018	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 019	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 027 020	HARRIMAN AVE	HILL DR PROPERTIES LLC	3743 MENTONE AVE UNIT 6	LOS ANGELES CA	90034
5308 031 001	PETERSON AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108

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5308 031 039	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 040	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 041	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 042	PETERSON AVE	JAMJOOM,TALAL M	239 PALMER HILL RD	OLD GREENWICH CT	6870
5308 031 049	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 050	PETERSON AVE	SECHE, SERGIO F & TAMMIE E	1314 EL CERRITO CIR	SOUTH PASADENA CA	91030
5308 031 052	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 053	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 054	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 031 055	PETERSON AVE	LIU,HUIJIE	27 CHADWICK RD	GREAT NECK NY	11023
5308 032 006	PETERSON AVE	LEUNG, ERIC W AND NANCY X	4641 S HUNTINGTON DR	LOS ANGELES CA	90032
5308 032 009	PETERSON AVE	D ANGELO, JOSEPH L	321 N CITRUS AVE	COVINA CA	91723
5308 032 012	HANSCOM DR	YANG, ABRAHAM CST DN	12012 LOWER AZUSA RD	EL MONTE CA	91732
5308 032 043	133 PETERSON AVE	KWONG, EUNIA YOON	PO BOX 3472	SOUTH PASADENA CA	91031
5308 034 004	HULBERT AVE	NGUYEN,TIM HOANG CO TR	2915 SOMERSET PL	SAN MARINO CA	91108
5310 021 009	BONITA AVE	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5310 022 003	ONEONTA DR	LEE, RAYMOND AND	1001 COUNTRY RD	MONTEREY PARK CA	91745
5310 022 013	BONITA AVE	KAROGLU,VARUJAN	3398 HEATHER FIELD DR	HACIENDA HEIGHTS CA	91745
5310 026 010	ONEONTA DR	ZHUANA, YAN	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5310 026 011	ONEONTA DR	ZHUANA, JINRU	298 W HIGHLAND AVE	SIERRA MADERE CA	91024
5311 001 018	5 PASADENA AVE	99 PASADENA AVE LLC	538 MISSION ST	SOUTH PASADENA CA	91030
5311 007 019	KOLLE AVE	FRANCO,LUCIO AND OLIVIA	810 ROLLIN ST	SOUTH PASADENA CA	91030
5311 008 033	ST ALBANS AVE	KIM,JOSEPH W	420 S SAN PEDRO ST APT 208	LOS ANGELES CA	90013
5311 008 039	ST ALBANS AVE	COTTER, MAURA P ET AL TRS	1062 KENDALL DR	SAN GABRIEL CA	91775

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5311 009 055	CAMINO DEL CIELO	WILLIAMSON,KATHLEEN D TR	PO BOX 686	SOUTH PASADENA CA	91031
5311 009 056	CAMINO DEL CIELO	WILMS,NANCY M AND ROBERT S	1457 OAKCREST AVE	SOUTH PASADENA CA	91030
5311 009 057	CAMINO DEL CIELO	DICTOR,HARRY AND	2054 BEVERLY DR	PASADENA CA	91104
5311 009 058	CAMINO DEL CIELO	KWOK,GEORGE AND	300 CAMINO DEL CIELO	SOUTH PASADENA CA	91030
5311 010 010	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 012	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 015	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 027	MONTEREY RD	CASEBEER,PAUL	259 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 028	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 029	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 010 030	MONTEREY RD	MPPA LP	237 MONTEREY RD	SOUTH PASADENA CA	91030
5311 014 042	INDIANA AVE	LI,DAVID S	1441 LAKE SHORE AVE	LOS ANGELES CA	90026
5311 014 043	INDIANA AVE	NEGRETE,TONY CO TR	1507 INDIANA AVE	SOUTH PASADENA CA	91030
5311 014 048	INDIANA AVE	HERSHBERGER,GILBERT L CO TR	260 W RUMBLE RD APT A	MODESTO CA	95350
5311 015 005	SAINT ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 006	ST ALBANS AVE	HOFF,DAVID C	20534 SAN GABRIEL VALLEY DR	WALNUT CA	91789
5311 015 022	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 015 023	ST ALBANS AVE	WEIE 2008 LLC	2396 SCENIC RIDGE DR	CHINO HILLS CA	91709
5311 017 020	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030
5311 017 021	WARWICK AVE	WALKER,LEWIS AND PATRICIA TRS	1252 BLAIR AVE	SOUTH PASADENA CA	91030
5312 002 005	MONTEREY RD	SCHROEDER,ALEXANDER L ET AL	PO BOX 3285	SOUTH PASADENA CA	91031
5312 002 007	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 008	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 002 009	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776

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5312 002 025	MONTEREY RD	KD BROTHERS INVESTMENT LLC AND	1005 E LAS TUNAS DR STE 654	SAN GABRIEL CA	91776
5312 016 014	HARRIMAN AVE	YAMAMURO,HITOMI TR	2482 BRIGDEN RD	PASADENA CA	91104
5312 016 015	HARRIMAN AVE	PARK,KON SOK AND	330 W 11TH ST UNIT C09	LOS ANGELES CA	90015
5312 016 016	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 016 017	HARRIMAN AVE	SAWAN,ISMAIL AND LORENA V	2850 RIVERSIDE DR APT 421	LOS ANGELES CA	90039
5312 017 025	HILL DR	CHAN,ALICE WING WAH TR ET AL	424 FLORAL PARK TER	SOUTH PASADENA CA	91030
5312 017 042	HARRIMAN AVE	JUNG,DONALD AND JOANNA TRS	PO BOX 4012	MENLO PARK CA	94026
5312 017 043	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 044	HARRIMAN AVE	HUANG,KING AND	PO BOX 4012	MENLO PARK CA	94026
5312 017 049	HARRIMAN AVE	HUANG, K M AND K E FAMILY LTD	PO BOX 4012	MENLO PARK CA	94026
5312 020 012	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5312 020 022	OAKHILL AVE	THAM,ERNEST Y AND JANET C AND	515 W GARVEY AVE UNIT 202	MONTEREY PARK CA	91754
5314 005 017	INDIANA TERR	TARMASAL INC	950 HUNTINGTON DR	SAN MARINO CA	91108
5314 005 021	619 INDIANA TERR	ZHU,BENJAMIN J	1017 GARFIELD AVE	SOUTH PASADENA CA	91030
5314 005 045	ALTA VISTA AVE	VALENSI,NICHOLAS AND	529 5TH AVE 4TH FL	NEW YORK NY	10017
5314 006 005	ALTA VISTA AVE	SMITH,ALMA L TR	546 N ALTA VISTA AVE	MONROVIA CA	91016
5314 007 017	ALTA VISTA AVE	CAVENAGH,JANE T TR	520 ALTA VISTA AVE	SOUTH PASADENA CA	91030
5314 008 014	INDIANA AVE	SETO,VANESSA AND	1256 ELM AVE	SAN GABRIEL CA	91775
5314 018 010	BANK ST	LEE,TYLER AND	857 BANK ST	SOUTH PASADENA CA	91030
5314 026 050	ROLLIN ST	PAN, CHIU SUNG AND	1423 MAPLE ST	SOUTH PASADENA CA	91030
5317 026 003	CEDAR CREST AVE	FAMILY HOUSING CORPORATION	2299 HUNTINGTON AVE STE B	SAN MARINO, CA	91108
TOAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					93



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TOTAL RECORDS					93