



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

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

January 15, 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 minutes.
No agenda item may be taken after 11:00 p.m.*

South Pasadena City Council Statement of Civility

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

CALL TO ORDER: Mayor Robert S. Joe.

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

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

PRESENTATIONS

- 1. Merchant Minute – ACE Hardware**
- 2. Pink Patch Project Check Presentation to City of Hope - South Pasadena Fire and Police Associations**

COMMISSION APPOINTMENTS

- 3. Authorize Commission Appointments**

Recommendation

It is recommended that the City Council:

1. Appoint the following residents to three-year terms ending December 31, 2022:
 - Melissa Hon Tsai, Design Review Board
 - Rachel Fox, Senior Citizen Commission

PUBLIC COMMENTS AND SUGGESTIONS

(Time limit is three minutes per person)

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

COMMUNICATIONS

4. Councilmembers Communications

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

5. City Manager Communications

6. Reordering of and Additions to the Agenda

OPPORTUNITY TO COMMENT ON CONSENT CALENDAR

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

CONSENT CALENDAR

7. Minutes of the Regular City Council Meeting on November 20, 2019

8. Approval of Prepaid Warrants in the Amount of \$247,133.60 less \$1,885.40 in Voids. General City Warrants in the Amount of \$396,630.30.

Recommendation

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

9. Adoption of a Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents

Recommendation Action

It is recommended that the City Council adopt a resolution superseding Resolution No. 7619, Authorizing Signatures on City Bank Accounts.

10. Implementation of New Sales Tax (Measure A) with the California Department of Tax and Fee Administration

Recommendation

It is recommended that the City Council:

1. Adopt a resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for the implementation of a local transactions and use tax (Measure A); and
2. Adopt a resolution authorizing City representatives and sale tax consultant to examine sales, transactions and use tax records pursuant to Revenue and Taxation Code Section 7056.

11. Authorize the Second Amendment to the Professional Services Agreement with Interwest Incorporated for Assistant Planner Staffing Services for a Total Not-To-Exceed Amount of \$97,100

Recommendation

It is recommended that the City Council authorize the City Manager to execute the second amendment to the Professional Services Agreement (PSA) with Interwest Incorporated (Interwest) to extend the term of the PSA by three months and increase the contract amount by \$39,000 for a total not-to-exceed amount of \$97,100 to continue providing the City with assistant planner staffing services.

12. Approval of Mayor's List of City Council Liaison and Regional Group Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations

Recommendation

It is recommended that the City Council:

1. Approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commission, boards, and committees; and

2. Adopt a Resolution appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

ACTION/DISCUSSION

13. Adoption of an Urgency Ordinance and First Reading and Introduction of an Ordinance Adopting by Reference the 2019 California Fire Code with Certain Amendments, Additions, and Deletions thereto Amending Chapter 14 of the South Pasadena Municipal Code

Recommendation

It is recommended that the City Council:

1. Introduce for first reading by title only and waive further reading of an ordinance adopting by reference and amending the 2019 California Fire Code; and
2. Schedule a public hearing on February 5, 2020 to consider adoption and second reading of the ordinance; and
3. Read by title only and waive further reading of an urgency ordinance adopting by reference and amending the 2019 California Fire Code.

REPORTS

14. Climate Action Plan (Presentation Only)

ADJOURNMENT

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

February 5, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
February 19, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 4, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.
March 18, 2019	Regular City Council Meeting	Council Chamber	7:30 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

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

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

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS



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

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

1/9/2020

Date

/s/

Maria E. Ayala
Chief City Clerk



City Council Agenda Report

ITEM NO. 3

DATE: January 15, 2020
FROM: Robert Joe, Mayor
PREPARED BY: Maria E. Ayala, Chief City Clerk
SUBJECT: **Authorize Commission Appointments**

Recommendation

It is recommended that the City Council:

1. Appoint the following residents to three-year terms ending December 31, 2022:
 - Melissa Hon Tsai, Design Review Board
 - Rachel Fox, Senior Citizen Commission

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

There are no financial implications to the City.

Environmental Analysis

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

Public Notification of Agenda Item

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



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

CALL TO ORDER

A Regular Meeting of the South Pasadena City Council was called to order by Mayor Khubesrian on Wednesday, November 20, 2019, at 7:42 p.m., in the Council Chamber, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL

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

Absent: None

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

PLEDGE OF ALLEGIANCE

Councilmember Michael A. Cacciotti led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

A. Initiation of Litigation

CONFERENCE WITH LEGAL COUNSEL—Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4):

Number of Potential Cases: 2

B. Anticipated Litigation

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

Number of Potential Cases: 1

City Attorney Highsmith reported the following:

Item A – City Council met with legal counsel on two separate matters. City Council provided direction to City Attorney.

Item B – City Council received a briefing from legal counsel regarding a matter of anticipated litigation; no action taken by City Council.

PRESENTATIONS

2. Certificate of Recognition – Alianne Crockett

Mayor Khubesrian presented Ms. Alianne Crockett with a Certificate of Recognition for her completion of training in Environmental Protection and Advocacy.

3. Certificate of Recognition – South Pasadena Beautiful

Mayor Khubesrian presented a Certificate of Recognition to South Pasadena Beautiful Board President Marianne Veach, for the many efforts and accomplishments of South Pasadena Beautiful such as: Repair Café, TreeLine, and South Pasadena U.S. Post Office Landscaping Project.

4. Certificate of Recognition – Transition South Pasadena

Mayor Khubesrian presented a Certificate of Recognition to Madeline DiGiorgi for Transition South Pasadena's efforts and accomplishments in addressing environmental issues, and encouraging residents to live a more environmentally conscious lifestyle.

PUBLIC COMMENTS

Leo Cortez (South Pasadena Resident): Shared ideas on how the City could become a “solar city” and use less natural resources which are more cost effective.

Marshall St. John (South Pasadena Resident): Shared that he works as a local Crossing Guard. Asked the City Council for assistance in South Pasadena Crossing Guards' pay to be equal to the City of Pasadena's Crossing Guard pay.

Joseph Bautista: Asked the City Council for assistance in South Pasadena Crossing Guards' pay to be equal to the pay that City of Pasadena's Crossing Guard pay, specifically referring to All City Management Services as the current contracted company that employs local Crossing Guards.

Steve Zikman (South Pasadena Resident): Asked the City Council to consider placing an agenda item on the December 4, 2019 City Council agenda that would provide information to the public regarding the City's processes for handling code enforcement violations.

Laurie Wheeler (South Pasadena Chamber of Commerce): Announced various upcoming Chamber events: State of the City and Chamber Annual Holiday Party; Tree Lighting; etc.

COMMUNICATIONS

5. Councilmembers Communications

Councilmember Schneider announced that on Saturday, November 23rd at 9 a.m. the Women's Club will be sponsoring a workshop for renters to assist with any rent increase issues they may be experiencing. Representatives of the Housing Rights Center will also be present.

Councilmember Mahmud reported on the following:

- SB 50 – Through the CA League of Cities, she has been working with a group on SB50, the legislative bill impacting planning and zoning, and housing development. Invites Council to share specific thoughts with her on the SB 50 subject matter as the working group will be composing a letter to send to various government officials.
- South Pasadena Hometown Exchange – Recently attended a program cosponsored by the South Pasadena Library, South Pasadena Hometown Exchange, and another group from Colorado to establish a student exchange program to foster greater understanding among youth. The program was presented by Cal Tech Professor Dr. Schneider. Invites all to attend this program in the future.
- For Thanksgiving, invited the community to participate in the Holy Family Troop 333 canned food drive; The Church of the South will be collecting turkeys; the YMCA will also be collecting canned foods; and Union Station is seeking food and monetary donations as well as volunteers for their annual Dinner in the Park.

Councilmember Cacciotti requested a second from Council to agendaize for the next City Council agenda an item for \$1,000 in discretionary funds to assist South Pasadena Beautiful with the U.S. Post Office project. Councilmember Mahmud provided the second. Councilmember Cacciotti presented various pictures regarding: local youth soccer teams at Mamma's Pizza; Officer Abdalla during *No Shave November* to raise cancer awareness; joined a local Chinese-American group exercising in the park; attended the recent Ribbon Cutting Ceremony for V-Spa; and his recent attendance at the West Covina City Council meeting and their Council reorganization.

Mayor Pro Tem Joe reported on Monday evening attended the South Pasadena Chinese-American Club Grant Program. Several thousand dollars in grants were awarded to teachers and students.

Mayor Khubesrian asked for an update from the City Manager on the City's *Code of Ethics and Conduct* to the Commissioners and when this would be presented to Council for approval. City Manager DeWolfe explained that the item would be presented to the Commissions during December and January, and thereafter presented in whole at the Commissioner's Congress in February. Mayor Khubesrian requested that a general statement of civility be placed on City meeting agendas moving forward, and have it read for the record at each meeting. Without objection from Council, this directive was provided to staff.

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6. City Manager Communications

City Manager DeWolfe announced the promotion of Cathy Billings to Director of Library Services. Ms. Billings provided a few words and thanked the City for the opportunity. Ms. Billings also spoke about the new Library App to allow members to review the Library catalogue, the One City-One Story reading program, Ray Bradbury themed fused glass public art project, and current recruitments for Library personnel.

City Manager DeWolfe announced the various upcoming workshops on Housing Initiatives and upcoming City Holiday closures.

7. Reordering of and Additions to the Agenda

Mayor Khubesrian asked for a motion and a second to add a matter of urgency to the agenda that needs to be addressed and cannot wait until the next Council Meeting. Mayor Khubesrian further explained that it is a matter that was brought to the City's attention after the posting of tonight's agenda. The matter is the consideration of hiring a new consultant to provide billing services to the City's water utility customers, as the City's current consultant has abruptly ended their current contract with the City. A 2/3's vote of the Council is required in order to add the item to tonight's agenda.

On a motion by Councilmember Mahmud and a second by Councilmember Cacciotti the Council voted 5-0 in favor of adding the urgency item to the agenda regarding the water utility billing services as Agenda Item No. 24. Chief City Clerk Ayala announced that copies of Agenda Item No. 24 are available to the public in the back of the Council Chambers.

Chief City Clerk Ayala announced the Additional Documents being presented tonight and requests that Council acknowledge said Additional Documents and staff's recommendation in their motions for Agenda Item Nos 8, 9, 16-20. Chief City Clerk Ayala further announced that the Additional Documents were uploaded online prior to the City Council Meeting and are provided in hard copy for the public's review in the back of the Council Chambers.

CONSENT CALENDAR

No public comment on Consent Calendar.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to approve Consent Calendar Items Nos. 8 through 20 to include revisions in accordance with Additional Documents provided (see Agenda Item Nos. 8, 9, and 16-20 for details).

8. Minutes for the Special City Council Meeting on November 6, 2019

Approved the Minutes of the Special City Council Meeting on November 6, 2019 to include the revisions from the Additional Documents to add two paragraphs to the last paragraph on Minutes Page 3 of 4 as follows:

In addition, Councilmember Mahmud, expressly informed and advised the community that the Council is committed to being responsive and helping those tenants that have already received a 60-day eviction notice, as well as those that may receive a 60-day eviction notice. However, the ordinance is not a guaranteed protection on the City's part for those tenants that have already received a 10-day eviction notice, as the ultimate validity of the ordinance – and its retroactive effect - will likely ultimately be determined by a court. Councilmember Mahmud further advised those affected tenants to seek assistance through the City-contracted Housing Rights Center, and to exercise prudence and prepare for potential legal action should tenants be subject to unlawful detainers. In addition to the Housing Rights Center, there are pro bono legal services available, as well as legal publications (such as Nolo Publications).

Lastly, Councilmember Mahmud encourages landlords to be mindful of the essential housing services they are providing, and as such, they are expected to be good, reasonable, and compassionate landlords.

9. Minutes of the Regular City Council Meeting on November 6, 2019

Approved the Minutes of the Regular City Council Meeting on November 6, 2019 to include the revisions from the Additional Documents for spelling correction on Minutes Page 7 of 9, to correct “coral” to “corral”.

10. Discretionary Fund Request from Mayor Khubesrian for \$1,000 to the South Pasadena Tournament of Roses Committee for Float Construction and Operations in Memory of Paul Abbey

Approved a Discretionary Fund request by Mayor Marina Khubesrian for \$1,000 for the Tournament of Roses in memory of Paul Abbey.

11. Discretionary Fund Request from Mayor Pro Tem Joe for \$1,000 for South Pasadena Beautiful Post Office Project

Approved a Discretionary Fund request by Mayor Pro Tem Robert Joe for \$1,000 for the purpose of assisting South Pasadena Beautiful, a non-profit group, with cost of the re-landscape of the Post Office.

12. Discretionary Fund Request from Councilmember Mahmud for \$1,500 for the Ray Bradbury Fused Glass Windows in the Library Conference Room

Approved a Discretionary Fund request by Councilmember Diana Mahmud for \$1,500 for the Ray Bradbury Fused Glass Windows in Library Conference Room.

13. Approval of Co-Sponsorship of the South Pasadena Chamber of Commerce Annual Holiday Mixer

Approved the request to co-sponsor the South Pasadena Chamber of Commerce Annual Holiday Mixer which will coincide with the Mayor's State of the City Event on December 3, 2019 at the War Memorial Building.

14. Adopt Resolution No. 7631 Adding a Non-Profit Rate for Providers of Specific Mental Health Services to the Master Schedule of Fees

Adopted Resolution No. 7631 adding a new fee category for “non-profit mental health service providers” to the Master Schedule of Fees for Service (Fee Schedule).

15. Approval of Job Descriptions for Part Time Maintenance Assistant, Community Improvement Coordinator and Maintenance Worker I and II

Approved:

1. Job description for Part Time Maintenance Assistant; and
2. Job description for Community Improvement Coordinator; and
3. Job description for Maintenance Worker I and II.

16. Second Reading and Adoption of Ordinance No. 2335 Establishing a Major Project Review

Read by title only for the second reading, waiving further reading, and adopted Ordinance No. 2335 establishing a Major Project Review.

17. Project No. 2246-MIL - Approval of a Mills Act Contract for Property Located at 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio (Assessor’s Parcel Number 5317-006-001)

Approved and entered into a Mills Act contract with the property owners of 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio to include Additional Document to revise the Major Project Review Ordinance to clarify that the City would hire an independent planning consultant, not an employee, to perform the major project review.

18. Project No. 2236-MIL - Approval of a Mills Act Contract for Property Located at 320 Grand Avenue, Landmark No. 54, the Koebig House (Assessor’s Parcel Number 5317-040-008)

Approved and entered into a Mills Act contract with the property owners of 320 Grand Avenue, Landmark No. 54, the Koebig House to include Additional Document to revise the Mills Act Contract to include corrections, revisions, and clarifications to Sections 1, 4, 6, 7, and 12.

19. Project No. 2245-MIL - Approval of a Mills Act Contract for Property Located at 915 Palm Avenue (Assessor’s Parcel Number 5313-008-025)

Approved and entered into a Mills Act contract with the property owners of 915 Palm Avenue, which is a contributor to the designated El Centro-Indiana-Palm Historic District, to include Additional Document to revise the Mills Act Contract to include corrections, revisions, and clarifications to Sections 1, 4, 6, 7, and 12.

20. Project No. 2247-MIL - Approval of a Mills Act Contract for Property Located at 925 Palm Avenue (Assessor's Parcel Number 5313-008-021)

Approved and entered into a Mills Act contract with the property owners of 925 Palm Avenue, which is a contributor to the designated El Centro-Indiana-Palm Historic District, to include Additional Document to revise the Mills Act Contract to include corrections, revisions, and clarifications to Sections 1, 4, 6, 7, and 12.

ACTION/DISCUSSION

21. Adoption of the South Pasadena Green Action Plan

Shahid Abbas, Director of Public Works, provided the initial report on the Green Action Plan (Plan). Mr. Abbas introduced Arpy Kasparian, Water Conservation and Sustainability Analyst, who provided remainder of the PowerPoint presentation and reviewed each goal within the Plan.

Mayor Khubesrian commended staff on the Plan, and the Natural Resources and Environmental Commission (NREC) for the work they contributed.

Councilmember Mahmud had various feedback: suggested the plan include additional information on the topic of energy efficiency, and for the Plan to be brought back to Council at a later time; questions regarding the outdoor water bottle refilling stations (installation, functionality, and efficiency); consideration of a City ordinance requiring redundant plumbing installation of a remodel of a residence of a given size in the City; requests amendments to the Plan to include information on implementing water conservation workshops for residents conducted by City staff or sponsored by the City. Ms. Kasparian provided responses accordingly.

Mayor Pro Tem Joe asked that staff consider using the Library and other City resources to distribute information on the Plan; would like to see a potential listing of grants that could be considered; and would like more information on how to explore ways of establishing a composting hub in South Pasadena as indicated in the Plan. Ms. Kasparian provided responses accordingly.

Public Comment:

Madeline DiGiorgi (NREC Chair) - Explained that there is still more the NREC would like to continue to develop the Green Action Plan and thanks the Council for their support of the Plan. NREC is also willing to volunteer personal time to assist with the outreach.

Jason Rosner – Expressed support for the Plan and shared a recent conversation he had with a gardener on the usage and effects of gas leaf blowers versus electric leaf blowers.

Laurie Wheeler – Commends the City and NREC on the Plan, and also expressed that local businesses have already had many accomplishments in implementing sustainable business practices.

Bill Kelly (Member of the NREC) – Thanked the staff for the comprehensive Plan, and agrees that there needs to be more done in the areas of energy efficiency. Also shared that the NREC has received public input on restrictions on plastics. Urges the Council to approve the plan and continue to build upon it.

Wes Reutimann (Program Director from Active San Gabriel Valley) – Commended the City on their leadership in this area. Asks Council to consider adding efforts to lobby and advocate at the State level in the Plan. Mr. Reutimann provided information on other similar efforts that neighboring cities are making.

Stephanie Payne-Campbell (South Pasadena Beautiful) – Supports and appreciates all the work on the Plan. Supports the idea of composting hub. Also supports encouraging involvement from the community and Chamber of Commerce on the Plan, and additional outreach efforts.

Council and staff held considerable dialogue and discussion on various aspects of the Green Action Plan including: collaboration with local groups, outreach efforts, single-use plastics, reaching out to Athens on composting efforts, the comparison of some areas with the Green Action Plan and the City’s impending Climate Action Plan; consideration to add other elements not for the Green Action Plan to be added for the Climate Action Plan (such as electrification of buildings, etc.).

City Manager DeWolfe explained that Council could adopt the Green Action Plan tonight, with the possibility of developing and amending the Plan in the future. Councilmember Mahmud explained she would like to see the Plan brought back before Council no later than January.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY COUNCILMEMBER SCHNEIDER, CARRIED 5-0, to adopt the South Pasadena Green Action Plan.

22. Award of Construction Contract to EC Construction Company for Citywide Bike Parking at Various Locations for an Amount Not-to-Exceed \$204,780 in Grant Funds

Mr. Abbas provided the staff report.

Council and staff held considerable dialogue and discussion on this item, including: the location of the bike racks; and ‘minor field adjustments’ as explained in the contract.

Public Comment:

Ethan Martinez (South Pasadena Resident) – Expressed concern over the location of bike racks throughout the City, and asks that consideration be given to safety, accessibility, and convenience of locations.

Michelle Hammond (South Pasadena Resident) – Expressed support for additional bike parking throughout the City as this will help to replace using cars for short trips and reduce air pollution.

Sam Zneimer (South Pasadena Resident) – Supports additional bike parking and explained that the City should consider bike corrals throughout the City.

Carla Alcibar – Supports additional bike parking for the City and installation of the “U” rack.

Wes Reutimann – Shared various suggestions regarding ordering hitch racks without a City logo, brighter color of racks, increasing the number of racks being located in business areas, City working with Caltrans on location changes, etc.

Sean Talkington (South Pasadena Resident) – Agrees with previous speakers, and asks that the City consult with the community on the subject matter in the future, and recommends nuts be used on installation that cannot be easily removed.

Madeline DiGiorgi (South Pasadena Resident) – Agrees with previous speakers, and asks the City to review 15-minute parking locations that can be used for bike corrals.

Council and staff continued dialogue and discussion on this item, including: purchasing options through state and/or federal platforms; branding of the bike racks; relocation of bike racks; bike corrals; moving of bike shelters and the impact on the contract; nuts that are tamperproof; single bid received on the contract and potential rebidding; working with state officials on assistance with grant implementation with Caltrans, etc.

Public Speaker Wes Reutimann was asked to provide additional input by Councilmember Cacciotti on what other cities or agencies do in for similar projects in terms of rebidding and contract award. Mr. Reutimann provided additional information.

Council discussed possible approval of the contract at this time but would request that additional information be brought back to Council on bike rack locations, color options, branding options, consideration of installation of bike corrals and lockers in the future.

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

1. Receive additional information on citywide bike parking project requested by the City Council; and
2. Accept a bid dated October 15, 2019 from E C Construction Company to install bike parking citywide at various locations (Project); and
3. Authorize the City Manager to enter into a contract with E C Construction Company for an amount not-to-exceed \$204,780 for the Project; and
4. Authorize a construction contingency of approximately ten percent in the amount of \$20,470 for a total amount of \$225,250; and
5. Amending the original recommendation to include directives to staff to report back to City Council on three potential design options and that staff coordinate with the offices of the assemblyman and senator to help with any issues with Caltrans on grant implementation.

Mayor Khubesrian announced that in the interest of time, Agenda Item No. 24 would be taken out of order at this time.

24. Authorize a Contract with Munibilling for a Period of One Year at a \$5.00 Monthly Rate per Connection for the First year and \$3.99 Monthly Rate per Connection Thereafter

Karen Aceves, Interim Director of Finance, presented the staff report on the item.

Council and staff held considerable dialogue and discussion on this item, including: previous billing consultant (Fathom Global Water), what other Fathom ex-customers (cities/agencies) are doing, prompt outreach to water utility customers, contract language (holding the money in trust, payments being remitted to the City, honoring the current cost to the City for a longer term, etc.

Councilmember Mahmud asks that staff track the time spent working on this matter as it would be a part of the City's element of damages, and requested that City Attorney look into potential breach of contract by Fathom.

No public comment.

MOTION BY COUNCILMEMBER CACCIOTTI, SECOND BY MAYOR PRO TEM JOE, CARRIED 5-0, to authorize a contract for Munibilling for a period of one year at a \$5.00 monthly rate per connection for the first year and \$3.99 monthly rate per connection thereafter; and that a Sub-committee (Councilmember Mahmud) be created to further work with staff and City Attorney on contractual language with Munibilling, and potential breach of contract action by Fathom Global Water.

REPORTS

23. Status of Regional Transportation Projects and Funding (Presentation Only)

City Manager DeWolfe introduced the item. Mr. Abbas provided the PowerPoint presentation and highlighted the various upcoming projects.

Council had questions regarding: Fair Oaks traffic management; staff monitoring of various projects; seeking community input on various projects; and forthcoming feasibility study. Mr. Abbas provided responses accordingly.

ADJOURNMENT

Mayor Khubesrian announced the next regular City Council Meeting on December 4th, and invited all to the State of the City Address that she would be delivering would on December 3rd at 7 p.m. at the War Memorial Building.

There being no further business, at 11:21 p.m. Mayor Khubesrian adjourned the meeting.

Evelyn G. Zneimer
City Clerk


Robert S. Joe
Mayor



City Council Agenda Report

ITEM NO. 8

DATE: January 15, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Karen Aceves & Lucy Demirjian, Interim Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$247,133.60 less \$1,885.40 in Voids. General City Warrants in the Amount of \$396,630.30.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 309352-309479	\$	247,133.60
Void	\$	(1,885.40)

General City Warrants:

Warrant # 309480-309585	\$	396,630.30
Void	\$	0

Wire Transfers (LAIF)

\$ 0

Wire Transfers (RSA)

\$ 0

Wire Transfers (Acct # 2413)

\$ 0

Wire Transfers (Acct # 1936)

\$ 0

RSA:

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total

\$ 641,878.50

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Prepaid & General Warrant Voids

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date		01.15.2020	
	Amounts			
	Prepaid	Written	Payroll	
General Fund	101	160,126.22	147,856.20	
Insurance Fund	103	1,020.00	-	
Street Improvement Program	104	-	375.00	
Facilities & Equip.Cap. Fund	105	28,612.65	-	
Local Transit Return "A"	205	2,897.75	2,898.83	
Local Transit Return "C"	207	601.58	1,120.32	
TEA/Metro	208	-	-	
Sewer Fund	210	2,997.68	8,009.62	
CTC Traffic Improvement	211	-	-	
Street Lighting Fund	215	776.26	38,961.68	
Public,Education & Govt Fund	217	-	-	
Clean Air Act Fund	218	2,000.00	-	
Business Improvement Tax	220	-	-	
Gold Line Mitigation Fund	223	-	-	
Mission Meridian Public Garage	226	-	-	
Housing Authority Fund	228	-	-	
State Gas Tax	230	1,674.19	513.30	
County Park Bond Fund	232	-	1,240.00	
Measure R	233	-	14,031.50	
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	49.50	-	
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	12,686.77	-	
Water Fund	500	7,384.53	181,091.52	
Water Efficiency Fund	503	726.97	532.33	
2016 Water Revenue Bonds Fund	505	-	-	
Public Financing Authority	550	-	-	
Payroll Clearing Fund	700	25,579.50	-	
Column Totals:		247,133.60	396,630.30	-

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

City Report Totals: 643,763.90

Wire Transfer - LAIF -
 Wire Transfer - RSA -
 Wire Transfer - Acct # 2413 -
 Wire Transfer - Acct # 1936 -
 Voids - Prepaid (1,885.40)
 Voids - General Warrant -

Grand Report Total: 641,878.50

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: 01/08/2020 - 8:26AM



Check Number	Check Date		Amount
ACTM3010 - Accountemps			
309423	12/24/2019		
	Inv 54604926	Finance Temporary Svcs. Kang,Somin for	1,856.25
	Inv 54701930	Finance Temporary Svcs. Kang,Somin for	1,410.75
	Inv 54848234	Finance Temporary Svcs. Kang,Somin for	940.50
	Inv 54906842	Finance Temporary Svcs. Kang,Somin for	1,856.25
309423 Total:			6,063.75
ACTM3010 - Accountemps Total:			6,063.75
ADPLC818 - ADP, LLC			
309352	12/18/2019		
	Inv 1713683	Company Code # 10-R8V PayrollServices	2.50
309352 Total:			2.50
ADPLC818 - ADP, LLC Total:			2.50
AFLA7010 - AFLAC			
309353	12/18/2019		
	Inv 560789	Optional Insurance 11/19 (Acct# J5D65)	1,051.34
309353 Total:			1,051.34
AFLA7010 - AFLAC Total:			1,051.34
AIR6010 - Airgas USA LLC			
309463	01/02/2020		
	Inv 9967696874	Oxygen Cylinder Rental - January 2020	208.45
309463 Total:			208.45
AIR6010 - Airgas USA LLC Total:			208.45
AMZN8030 - Amazon/SYNCB			
309464	01/02/2020		
	Inv 436755984398	Supplies	45.17
	Inv 437955635776	Supplies	42.54
	Inv 443593359456	Supplies	48.81
	Inv 449869456783	Supplies	93.08
	Inv 453448747394	Supplies	171.87

Check Number	Check Date	Amount
Inv 453784586484	Supplies	354.07
Inv 458475976665	Supplies	47.80
Inv 464988366478	Supplies	420.48
Inv 473469484968	Supplies	63.35
Inv 473544847898	Supplies	19.70
Inv 489494385789	Supplies	238.99
Inv 489639879458	Supplies	124.80
Inv 588573684667	Supplies	53.80
Inv 757463886653	Supplies	174.21
Inv 776848796756	Supplies	43.96
Inv 795736838645	Supplies	78.82
Inv 833788737963	Supplies	17.50
Inv 845559694693	Supplies	123.97
Inv 944393998786	Supplies	33.92
Inv 949969589466	Supplies	196.20
Inv 959353579365	Supplies	28.37
Inv 973784334995	Supplies	56.56
309464 Total:		2,477.97
AMZN8030 - Amazon/SYNCB Total:		2,477.97
AME0229 - Ameritas		
309354	12/18/2019	
Inv P/R/E 12/13/19 Vision Ins. December 2019 (010-19062 Cit		3,221.12
309354 Total:		3,221.12
AME0229 - Ameritas Total:		3,221.12
AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority		
309355	12/18/2019	
Inv FY19-20 Arroyo Verdugo Communities Joint Part. F		5,083.00
309355 Total:		5,083.00
AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority Total:		5,083.00
ATCN9011 - AT & T		
309356	12/18/2019	
Inv 000013952895 9391036942 09/27-11/26/19		550.04
Inv 000013953260 CLAPDSOPAS 10/27-11/26/19		6.96
309356 Total:		557.00
309424	12/24/2019	
Inv 000013934411 9391062308 10-20-11-19-19		6,023.84
309424 Total:		6,023.84
ATCN9011 - AT & T Total:		6,580.84

Check Number	Check Date	Amount
AT&T5006 - AT & T U-Verse		
309425	12/24/2019	
Inv 130464796	10/18-11/17/19	194.25
309425 Total:		194.25
AT&T5006 - AT & T U-Verse Total:		
		194.25
AT&T5011 - AT&T		
309357	12/18/2019	
Inv 248 134-6100	Monthly Service 11/01-11/30/19	68.02
309357 Total:		68.02
309426	12/24/2019	
Inv 331 841-0756	Monthly Service 12/7-01/06/20	133.61
Inv 331 841-0802	Monthly Service 12/7-01/06/19	33.22
Inv 626 405-0051	Monthly Service 11/11-12/10/19	854.20
Inv 626 441-6497	Monthly Service 11/13-12/12/19	296.06
Inv 626 577-6657	Monthly Service 11/13-12/12/19	129.38
309426 Total:		1,446.47
AT&T5011 - AT&T Total:		
		1,514.49
CIN4011 - AT&T --Cingular Wireless		
309358	12/18/2019	
Inv 287014917916x11	City Mobile Devices 10/09-11/08/19	201.92
Inv 287269956155x11	PD & Fire Mobile Devices 11/07-12/06/19	732.35
309358 Total:		934.27
309427	12/24/2019	
Inv 287014917916x12	City Mobile Devices 11/09-12/08/19	201.92
Inv 287269956155x12	PD & Fire Mobile Devices 12/07-1/06/20	743.09
309427 Total:		945.01
CIN4011 - AT&T --Cingular Wireless Total:		
		1,879.28
WDFD6116 - Bob Wondries Ford		
309428	12/24/2019	
Inv 585919	Blanket Purchase Order for Ford Vehicles	1,430.32
309428 Total:		1,430.32
WDFD6116 - Bob Wondries Ford Total:		
		1,430.32
DABN8267 - Bohan, Diana		
309465	01/02/2020	
Inv Dec. 2019	Class Instructor: Yoga December 2019	267.20

Check Number	Check Date	Amount
309465 Total:		267.20
<hr/>		
DABN8267 - Bohan, Diana Total:		267.20
<hr/>		
CANA4011 - California Narcotic Officers' Association		
309359	12/18/2019	
Inv Jan.14-16.19	Training for Ofcr. Catalina Valdez	225.00
<hr/>		
309359 Total:		225.00
<hr/>		
CANA4011 - California Narcotic Officers' Association Total:		225.00
<hr/>		
CAN0607 - Cantu Graphics		
309466	01/02/2020	
Inv 5671	Business Cards - Community Services Dire	49.22
<hr/>		
309466 Total:		49.22
<hr/>		
CAN0607 - Cantu Graphics Total:		49.22
<hr/>		
CHCC4610 - Carlson, Christopher Carl		
309360	12/18/2019	
Inv 233759	Parking Citation Refund Due to Admin. He	50.00
<hr/>		
309360 Total:		50.00
<hr/>		
CHCC4610 - Carlson, Christopher Carl Total:		50.00
<hr/>		
CAT0700 - Catering Systems Inc.		
309361	12/18/2019	
Inv 5322	Senior Meal Program 11/25-11/27/19	1,949.40
Inv 5333	Senior Meal Program 12/2-12/6/19	1,776.60
<hr/>		
309361 Total:		3,726.00
<hr/>		
309467	01/02/2020	
Inv 5341	Senior Meal Program 12/09-12/13/19	1,771.20
Inv 5349	Senior Meal Program 12/16-12/20/19	2,570.40
<hr/>		
309467 Total:		4,341.60
<hr/>		
CAT0700 - Catering Systems Inc. Total:		8,067.60
<hr/>		
CDW5246 - CDW Government Inc		
309429	12/24/2019	
Inv TCQ7734	PW Director & Deputy DirectorSurface Pr	4,522.76
Inv VRZ0337	Acrobat Pro # 2 for Finance Dept.	359.47
Inv VRZ0345	Acrobat Pro # 2 for Finance Dept.	359.47
<hr/>		
309429 Total:		5,241.70

Check Number	Check Date	Amount
CDW5246 - CDW Government Inc Total:		5,241.70
CPTS3011 - Centro Print Solutions		
309362	12/18/2019	
Inv 219952	2019 Tax Forms	413.60
309362 Total:		413.60
CPTS3011 - Centro Print Solutions Total:		413.60
ACHG5270 - Chang, Annie		
309430	12/24/2019	
Inv R107027/107878	Refunable Security Deposit Gazebo	80.00
309430 Total:		80.00
ACHG5270 - Chang, Annie Total:		80.00
CHMR5270 - Chin, Mariana		
309363	12/18/2019	
Inv R106585/107733	Refund Due to Rainy Day for 12/8/19 Rese	120.00
309363 Total:		120.00
CHMR5270 - Chin, Mariana Total:		120.00
SOU5402 - City of South Pasadena PD Petty Cash		
309364	12/18/2019	
Inv 12.09.19	Reimb. Petty Cash	359.11
309364 Total:		359.11
SOU5402 - City of South Pasadena PD Petty Cash Total:		359.11
SOU5400 - City of South Pasadena-Fin.PettyCash		
309365	12/18/2019	
Inv 07.01.19	Reimb. Petty Cash	23.31
Inv 07.11.19	Reimb. Petty Cash	29.27
Inv 07.26.19	Reimb. Petty Cash	5.00
Inv 08.01.19	Reimb. Petty Cash	43.33
Inv 08.08.19	Reimb. Petty Cash	32.33
Inv 08.25.19	Reimb. Petty Cash	2.43
Inv 09.05.19	Reimb. Petty Cash	7.88
Inv 09.10.19	Reimb. Petty Cash	20.00
Inv 09.11.19	Reimb. Petty Cash	10.00
Inv 09.18.19	Reimb. Petty Cash	41.17
Inv 09.20.19	Reimb. Petty Cash	2.43
Inv 09.21.19	Reimb. Petty Cash	2.43
Inv 10.09.19	Reimb. Petty Cash	100.00
Inv 10.13.19	Reimb. Petty Cash	2.43

Check Number	Check Date	Amount
Inv 10.15.19	Reimb. Petty Cash	55.11
Inv 10.24.19	Reimb. Petty Cash	56.00
Inv 10.29.19	Reimb. Petty Cash	75.27
Inv 10.30.19	Reimb. Petty Cash	23.43
Inv 11.09.19	Reimb. Petty Cash	23.43
Inv 11.12.19	Reimb. Petty Cash	23.83
Inv 11.18.19	Reimb. Petty Cash	23.43
Inv 11.20.19	Reimb. Petty Cash	27.35
Inv 11.21.19	Reimb. Petty Cash	39.48
Inv 11.22.19	Reimb. Petty Cash	2.43
Inv 11.23.19	Reimb. Petty Cash	2.43
Inv 11.29.19	Reimb. Petty Cash	33.68
Inv 12.01.19	Reimb. Petty Cash	3.48
Inv 12.02.19	Reimb. Petty Cash	5.77
Inv 12.03.19	Reimb. Petty Cash	23.31
Inv 12.07.19	Reimb. Petty Cash	30.16

309365 Total: 770.60

SOU5400 - City of South Pasadena-Fin.PettyCash Total: 770.60

SOU5343 - City of South Pasadena-Recreation

309431	12/24/2019	
Inv 11.12.19	Reimb. Petty Cash	33.35
Inv 11.15.19	Reimb. Petty Cash	76.84
Inv 11.22.19	Reimb. Petty Cash	93.90
Inv 11.26.19	Reimb. Petty Cash	84.16
Inv 12.04.19	Reimb. Petty Cash	83.70
Inv 12.11.19	Reimb. Petty Cash	96.10
Inv 12.16.19	Reimb. Petty Cash	22.91
Inv 12.17.19	Reimb. Petty Cash	42.61

309431 Total: 533.57

SOU5343 - City of South Pasadena-Recreation Total: 533.57

CMME4011 - Commline Inc.

309432	12/24/2019	
Inv 0157926-IN	Parts Required to Equip and Outfit 2019	22,712.74
Inv 0157927-IN	Parts Required to Equip and Outfit 2019	1,727.81
Inv 0163340-IN	Parts Required to Equip and Outfit 2019	791.63

309432 Total: 25,232.18

CMME4011 - Commline Inc. Total: 25,232.18

CRDA1021 - Corodata Records Management

309366	12/18/2019	
Inv RS4548321	Records Mgmt. Svcs. November 2019	336.92

309366 Total: 336.92

Check Number	Check Date	Amount
CRDA1021 - Corodata Records Management Total:		336.92
CRSR2010 - Corodata Shredding Inc.		
309367	12/18/2019	
Inv DN 1249886	Corodata Shredding Services Library, SC.	64.11
309367 Total:		64.11
CRSR2010 - Corodata Shredding Inc. Total:		64.11
DSP0755 - D & S Printing		
309368	12/18/2019	
Inv 8563	Number 10 Window Envelopes forFinance De	580.35
309368 Total:		580.35
DSP0755 - D & S Printing Total:		580.35
DEL0771 - Delta Dental		
309369	12/18/2019	
Inv BE003694223	Dental Ins. December 2019	11,749.57
309369 Total:		11,749.57
DEL0771 - Delta Dental Total:		11,749.57
DIG0800 - Digital Telecommunications Corp		
309370	12/18/2019	
Inv 36762	IT - Phones Adding Phone Extension	405.00
309370 Total:		405.00
309433	12/24/2019	
Inv 36851	IT Phones 01-01/01/31/20	900.00
309433 Total:		900.00
DIG0800 - Digital Telecommunications Corp Total:		1,305.00
DTV5012 - DIRECTV		
309371	12/18/2019	
Inv 36943664248	EOC Disaster Preparedness Communication	64.90
309371 Total:		64.90
DTV5012 - DIRECTV Total:		64.90
DUB0187 - DuBois, Andrew		
309372	12/18/2019	
Inv 10.25.19	Training Class Reimb. Det. DuBois (Meal)	8.00

Check Number	Check Date	Amount
309372 Total:		8.00
DUB0187 - DuBois, Andrew Total:		8.00
DGSI6010 - Duthie Generator Svc Inc.		
309373	12/18/2019	
Inv A69892	Facility Generator Maint.	300.00
309373 Total:		300.00
DGSI6010 - Duthie Generator Svc Inc. Total:		300.00
EBS1007 - EBSCO Subscription Services		
309434	12/24/2019	
Inv 0419479	Library Periodicals	7,944.43
309434 Total:		7,944.43
EBS1007 - EBSCO Subscription Services Total:		7,944.43
EJAS2010 - Emanuels Jones & Associates		
309374	12/18/2019	
Inv F19-12-11	Emmanuel Jones & Associates December 201	2,500.00
309374 Total:		2,500.00
EJAS2010 - Emanuels Jones & Associates Total:		2,500.00
EMBS4011 - Embassy Consulting Svcs		
309375	12/18/2019	
Inv 01.15.2019	Training Class Ofcrs. Wise, Zamora, Borr	297.00
309375 Total:		297.00
EMBS4011 - Embassy Consulting Svcs Total:		297.00
ESMC5010 - Emergency Services Marketing Corp. Inc.		
309435	12/24/2019	
Inv SoPasFD	So Pas Fire One Year Term	305.00
309435 Total:		305.00
ESMC5010 - Emergency Services Marketing Corp. Inc. Total:		305.00
FED1109 - FedEx		
309376	12/18/2019	
Inv 6-765-27905	Management Services Shipping	201.29
309376 Total:		201.29

Check Number	Check Date	Amount
FED1109 - FedEx Total:		201.29
COBR7131 - Flex Advantage		
309377	12/18/2019	
Inv 115764	Reimb. Retirees Nov. 2019 Admin. Fees	66.00
Inv P/R/E 12/13/19	Reimb. Retirees Batch: 1046782	1,626.49
309377 Total:		1,692.49
COBR7131 - Flex Advantage Total:		1,692.49
AGRN4011 - Giron, Aaron		
309378	12/18/2019	
Inv 10.25.19	Training Class for Ofcr. Giron (Meal and	41.06
309378 Total:		41.06
AGRN4011 - Giron, Aaron Total:		41.06
PRGP2920 - Gispert, Patricia		
309436	12/24/2019	
Inv R106504/107939	Refundable Security Deposit for Youth Ho	250.00
309436 Total:		250.00
PRGP2920 - Gispert, Patricia Total:		250.00
GLO4010 - Glock Professional, Inc.		
309468	01/02/2020	
Inv 107695	Training Class Det. Burgos & Ofcr. Perez	500.00
309468 Total:		500.00
GLO4010 - Glock Professional, Inc. Total:		500.00
GRA6601 - Grainger		
309379	12/18/2019	
Inv 852471432	Purchase Diamond Saw Blade for Water Dep	345.08
309379 Total:		345.08
GRA6601 - Grainger Total:		345.08
ISGU4011 - Gutierrez, Issac		
309380	12/18/2019	
Inv 10.25.19	Training Class on Oct. 25 for Ofcr. Guti	8.00
309380 Total:		8.00

Check Number	Check Date	Amount
ISGU4011 - Gutierrez, Issac Total:		8.00
HILB8000 - Hi Life Burgers		
309381	12/18/2019	
Inv 11.02.19	Food for Breakfast w/ Santa Event	1,517.37
309381 Total:		1,517.37
HILB8000 - Hi Life Burgers Total:		1,517.37
HQAB8100 - Hi Quality Auto Body Inc.		
309382	12/18/2019	
Inv 16640	Parts & labor for Paint of PDFord Explo	5,900.00
309382 Total:		5,900.00
HQAB8100 - Hi Quality Auto Body Inc. Total:		5,900.00
ITCR2501 - Intercare Holdings Insurance Svcs		
309383	12/18/2019	
Inv 76-006114	Workers Compensation Claims 10/01-10/31/	340.00
Inv 76-006186	Workers Compensation Claims 11/01-11/30/	680.00
309383 Total:		1,020.00
ITCR2501 - Intercare Holdings Insurance Svcs Total:		1,020.00
JHMS8020 - JHM Supply		
309384	12/18/2019	
Inv 174328/1	Irrigation Supplies for City Landscapes	-118.26
Inv 191871/1	Irrigation Supplies for City Landscapes	338.92
309384 Total:		220.66
JHMS8020 - JHM Supply Total:		220.66
DNKM2920 - Kim, Daniel		
309437	12/24/2019	
Inv R105875/107937	Refundable Security Deposit for Senior	250.00
309437 Total:		250.00
DNKM2920 - Kim, Daniel Total:		250.00
MCKN8032 - King, Michelle		
309385	12/18/2019	
Inv #101	Entertainment for Breakfast w/ Santa	500.00
309385 Total:		500.00

Check Number	Check Date	Amount
MCKN8032 - King, Michelle Total:		500.00
LAC3010 - L.A.C.Tax Collector		
309469	01/02/2020	
Inv 5323 019 270	Property Taxes 07/01/19-06/30/2020	1,808.66
Inv 5363 002 270	Property Taxes 07/01/19-06/30/2020	1,617.23
Inv 5363 010 270	Property Taxes 07/01/19-06/30/2020	311.85
Inv 5716 021 270	Property Taxes 07/01/19-06/30/2020	34.29
Inv 5716 021 271	Property Taxes 07/01/19-06/30/2020	781.92
Inv 8920 851 390	Property Taxes 07/01/19-06/30/2020	583.17
309469 Total:		5,137.12
LAC3010 - L.A.C.Tax Collector Total:		5,137.12
KLMA2013 - Lee Ko, Mariam		
309438	12/24/2019	
Inv 4107467	Reimb. for City Office Supplies	17.05
Inv 5328253	Reimb. for City Office Supplies	53.77
309438 Total:		70.82
KLMA2013 - Lee Ko, Mariam Total:		70.82
LEE1111 - Lee, Richard		
309386	12/18/2019	
Inv 10.25.19	Training Class 10.25.19 for Det. Lee Mea	8.00
309386 Total:		8.00
LEE1111 - Lee, Richard Total:		8.00
LCW7456 - Liebert Cassidy Whimore		
309387	12/18/2019	
Inv 1488495	Personnel Matters - 10/2019	4,634.00
Inv 1488496	Personnel Matters - 10/2019	316.00
Inv 1488497	Personnel Matters - 10/2019	190.00
309387 Total:		5,140.00
LCW7456 - Liebert Cassidy Whimore Total:		5,140.00
MCOA8030 - M Coach		
309388	12/18/2019	
Inv 10186	Motor Coach for Senior CenterDestinatio	897.75
309388 Total:		897.75
MCOA8030 - M Coach Total:		897.75

Check Number	Check Date	Amount
DIMD1010 - Mahmud, Diana		
309439	12/24/2019	
Inv 7420	Reimb. Mayor ProTem Mahmud for Women's B	55.00
309439 Total:		55.00
DIMD1010 - Mahmud, Diana Total:		
		55.00
MNST2013 - Mainstream Unlimited		
309440	12/24/2019	
Inv 122019	Consulting Professional Services for Ris	3,050.00
309440 Total:		3,050.00
MNST2013 - Mainstream Unlimited Total:		
		3,050.00
SCML5010 - McLellan, Scott		
309441	12/24/2019	
Inv 112-1497364-526	Reimb. Vehicle Maint.	126.06
Inv W847252465	Reimb. Vehicle Maint.	81.42
Inv W943508761	Reimb. Vehicle Maint.	101.04
309441 Total:		308.52
SCML5010 - McLellan, Scott Total:		
		308.52
NVSY5501 - Narvaez, Sylvia		
309470	01/02/2020	
Inv 4065	Refund Meal Program Coupons Senior Cente	49.50
309470 Total:		49.50
NVSY5501 - Narvaez, Sylvia Total:		
		49.50
NGSI6010 - Natural Gas Systems Inc.		
309389	12/18/2019	
Inv 5564	Montly Compressed Natural GasEmergency	1,000.73
Inv 5780	Montly Compressed Natural GasMaint. 07/	375.00
Inv 5800	Montly Compressed Natural GasEmergency	380.00
309389 Total:		1,755.73
NGSI6010 - Natural Gas Systems Inc. Total:		
		1,755.73
NEOF8011 - Neofunds		
309442	12/24/2019	
Inv 790044080682044	Postage Meter Lease FY19-20 Library	540.23
309442 Total:		540.23

Check Number	Check Date	Amount
NEOF8011 - Neofunds Total:		540.23
PEG4590 - NUFIC		
309390	12/18/2019	
Inv P/R/E 12/08/19	A.D.D. Ins. Basic - November 2019	1,046.20
309390 Total:		1,046.20
PEG4590 - NUFIC Total:		1,046.20
OSSS3010 - Olympic Staffing Services		
309391	12/18/2019	
Inv 211472	Managment Service Temp Employee w/e 11/1	441.75
309391 Total:		441.75
309443	12/24/2019	
Inv 210767	Olympic Staffing Services Temporary Staf	793.60
Inv 210876	Olympic Staffing Services Temporary Staf	821.50
Inv 210974	Olympic Staffing Services Temporary Staf	775.00
Inv 211077	Olympic Staffing Services Temporary Staf	551.80
Inv 211176	Olympic Staffing Services Temporary Staf	725.40
Inv 211274	Olympic Staffing Services Temporary Staf	762.60
Inv 211370	Olympic Staffing Services Temporary Staf	737.80
Inv 211579	Olympic Staffing Services Temporary Staf	806.00
309443 Total:		5,973.70
OSSS3010 - Olympic Staffing Services Total:		6,415.45
PNCR6713 - Pan, Carmen		
309444	12/24/2019	
Inv DT1219-01	Residential Rebate Drought Tolerant Plant	634.07
309444 Total:		634.07
PNCR6713 - Pan, Carmen Total:		634.07
RYPN5265 - Pan, Rosia		
309392	12/18/2019	
Inv 12.05.19	Refund for Regan Library SC Tour 12.05.1	50.00
309392 Total:		50.00
RYPN5265 - Pan, Rosia Total:		50.00
PATC3011 - PayTech		
309445	12/24/2019	
Inv SIN020344	Contract Services for Implementation of	3,255.00
Inv SIN020560	Contract Services for Implementation of	2,850.00
Inv SIN020650	Contract Services for Implementation of	3,000.00

Check Number	Check Date	Amount
309445 Total:		9,105.00
PATC3011 - PayTech Total:		9,105.00
PRCT4011 - Perez, Christoper		
309393	12/18/2019	
Inv 11.18-11.22.19	Training Class Ofcr. Perez (Food, Lodgin	713.66
309393 Total:		713.66
PRCT4011 - Perez, Christoper Total:		713.66
PET2002 - Pettee, Jack		
309394	12/18/2019	
Inv 12.04.19	Photography for 60 IndividualOfficers P	361.35
Inv 12.12.19	Qty # 130 5x7 Printed 4 colorPolice Hol	309.83
309394 Total:		671.18
PET2002 - Pettee, Jack Total:		671.18
PBGF8031 - Pitney Bowes Global Fin. Svc LLC		
309395	12/18/2019	
Inv 3103444690	Postage Meter Lease # 3103444690	252.84
309395 Total:		252.84
309446	12/24/2019	
Inv 3103363930	Postage Meter Lease # 3103363930	305.27
Inv 3103561141	Postage Meter Lease # 3103561141	305.27
Inv 3103562075	Postage Lease Payment	980.54
309446 Total:		1,591.08
PBGF8031 - Pitney Bowes Global Fin. Svc LLC Total:		1,843.92
TOPL8267 - Plasil, Tony		
309471	01/02/2020	
Inv Dec. 2019	Class Instructor: Dance December 2019	140.00
309471 Total:		140.00
TOPL8267 - Plasil, Tony Total:		140.00
POS5265 - Post Alarm Systems		
309396	12/18/2019	
Inv 1219917	Monthly Monitoring Fee WMB & Orange Groo	200.92
309396 Total:		200.92

Check Number	Check Date	Amount
309447	12/24/2019	
Inv 1228765	Monthly Monitoring Fee WMB & Orange Grov	113.48
309447 Total:		113.48
POS5265 - Post Alarm Systems Total:		314.40
PEDS6010 - Prime Electric Distributors		
309397	12/18/2019	
Inv S1399518.001	Public Works Ligting Supplies- Shorting	198.96
309397 Total:		198.96
PEDS6010 - Prime Electric Distributors Total:		198.96
POSU8132 - Prudential Overall Supply		
309398	12/18/2019	
Inv 52305289	Public Works Scraper Mats	19.35
309398 Total:		19.35
POSU8132 - Prudential Overall Supply Total:		19.35
PUWA8020 - Pure Water		
309472	01/02/2020	
Inv 201917523	FD Supplies January 2020	87.39
309472 Total:		87.39
PUWA8020 - Pure Water Total:		87.39
CRRM2920 - Rader-Meislin, Carol		
309473	01/02/2020	
Inv R94801/108002	Refund Security Deposit WMB	500.00
309473 Total:		500.00
CRRM2920 - Rader-Meislin, Carol Total:		500.00
RGGS2013 - Regional Governmental Services		
309399	12/18/2019	
Inv 10269	Consultation Prof. Svcs. to provide orga	2,910.40
Inv 10322	Consultation Prof. Svcs. to provide orga	932.63
Inv 10386	Consultation Prof. Svcs. to provide orga	1,674.40
309399 Total:		5,517.43
RGGS2013 - Regional Governmental Services Total:		5,517.43
EWGZ5011 - Rodriguez, Edwardo		

Check Number	Check Date	Amount
309448	12/24/2019	
Inv 100806610	Reimb. Books & Periodicals	215.00
Inv 12.19.19	Reimb. Books & Periodicals	246.93
309448 Total:		461.93
EWGZ5011 - Rodriguez, Eduardo Total:		461.93
RON1111 - Ronnie, Matthew		
309400	12/18/2019	
Inv 10.25.19	Training Class for Sgt. Ronnie 10.25.19	41.06
309400 Total:		41.06
RON1111 - Ronnie, Matthew Total:		41.06
ROTH6010 - Roth Staffing Companies		
309449	12/24/2019	
Inv 13818804	Temporary Staff HR w/e 11/24/19	875.00
Inv 13821876	Temporary Staff HR w/e 12/01/19	656.25
Inv 13825019	Temporary Staff HR w/e 12/01/19	656.25
309449 Total:		2,187.50
ROTH6010 - Roth Staffing Companies Total:		2,187.50
SOU5230 - S.P.Firefighters L-3657		
309401	12/18/2019	
Inv P/R/E 12/13/19	Union Assn. Fire Rec. Fees	915.24
309401 Total:		915.24
SOU5230 - S.P.Firefighters L-3657 Total:		915.24
SOU5435 - S.P.P. O. A.		
309402	12/18/2019	
Inv P/R/E 12/13/19	Ins. 12/19	4,870.78
309402 Total:		4,870.78
SOU5435 - S.P.P. O. A. Total:		4,870.78
SOU5451 - S.P.Public Srvc Empl. Ass'n		
309403	12/18/2019	
Inv P/R/E 12/13/19	Assn. Dues 12/19	1,350.00
309403 Total:		1,350.00
SOU5451 - S.P.Public Srvc Empl. Ass'n Total:		1,350.00

Check Number	Check Date	Amount
SOU3232 - S.P.Tournament of Roses Assn.		
309422	12/24/2019	
Inv 12.29.19	Crunch Time Councilmember Tickets 12/29/	150.00
309422 Total:		150.00
SOU3232 - S.P.Tournament of Roses Assn. Total:		150.00
SAEC4010 - SAE Communications		
309404	12/18/2019	
Inv 120319	Crises / Media Training	24,750.00
309404 Total:		24,750.00
SAEC4010 - SAE Communications Total:		24,750.00
SCP2011A - SCPMA-HR		
309405	12/18/2019	
Inv 04219	SCPMA-HR Membership Renewal for Jeannie	50.00
Inv 04221	SCPMA-HR Membership Renewal for Mariam L	50.00
Inv 04239	SCPMA-HR Membership Renewal for Raquel H	50.00
309405 Total:		150.00
SCP2011A - SCPMA-HR Total:		150.00
SDSI0107 - Security Design Systems, Inc.		
309406	12/18/2019	
Inv 221384	Security System Monthly Maint.	305.13
Inv 221385	Security System Monthly Maint.	201.36
Inv 221386	Security System Monthly Maint.	231.42
Inv 221387	Security System Monthly Maint.	109.98
Inv 222115	Security System Monthly Maint.	231.42
Inv 222116	Security System Monthly Maint.	109.98
Inv 223386	Security System Monthly Maint.	201.36
Inv 223388	Security System Monthly Maint.	136.98
Inv 223389	Security System Monthly Maint.	109.98
Inv 223390	Security System Monthly Maint.	231.42
309406 Total:		1,869.03
SDSI0107 - Security Design Systems, Inc. Total:		1,869.03
NCNY2920 - SGV Area-Activities		
309407	12/18/2019	
Inv R96605/105512.2	Refund Security Deposit for WMB 09/19/19	500.00
309407 Total:		500.00
NCNY2920 - SGV Area-Activities Total:		500.00

Check Number	Check Date	Amount
WLST8267 - Shuttic, William		
309474	01/02/2020	
Inv Dec. 2019	Instructor: Functional Fitness Dec. 2019	705.00
309474 Total:		705.00
WLST8267 - Shuttic, William Total:		
		705.00
SIR8011 - SirsiDynix		
309450	12/24/2019	
Inv INVMT033937	Library Informational Products June 1,20	6,124.99
309450 Total:		6,124.99
SIR8011 - SirsiDynix Total:		
		6,124.99
MCST4010 - Smith, Michael		
309408	12/18/2019	
Inv 10.25.19	Training Class Oct. 25 Ofcr. Smith (Meal	41.06
309408 Total:		41.06
MCST4010 - Smith, Michael Total:		
		41.06
CEAP7000 - South Pasadena Part Time Employees Assn.		
309409	12/18/2019	
Inv P/R/E 12/13/19	Assn. Dues 12/19	464.00
309409 Total:		464.00
CEAP7000 - South Pasadena Part Time Employees Assn. Total:		
		464.00
SPPR5230 - South Pasadena Police Reserves		
309410	12/18/2019	
Inv 11.18.2019	Public Safety Equipment / Uniform Reimb.	2,000.00
309410 Total:		2,000.00
SPPR5230 - South Pasadena Police Reserves Total:		
		2,000.00
SGMC2013 - St. George's Medical Clinic		
309411	12/18/2019	
Inv 109070.0	Medial Exam Acct # 109070.0	120.00
Inv 111154.0	Medial Exam Acct # 111154.0	120.00
Inv 123150.0	Medial Exam Acct # 123150.0	125.00
Inv 123957.0	Medial Exam Acct # 123957.0	175.00
Inv 123982.0	Medial Exam Acct # 123982.0	650.00
Inv 124008.0	Medial Exam Acct # 124008.0	110.00
Inv 124701.0	Medial Exam Acct # 124701.0	175.00
Inv 124709.0	Medial Exam Acct # 124709.0	175.00
Inv 124781.0	Medial Exam Acct # 124781.0	175.00

Check Number	Check Date	Amount
309411 Total:		1,825.00
SGMC2013 - St. George's Medical Clinic Total:		1,825.00
STA5219 - Staples Business Advantage		
309412	12/18/2019	
Inv 3428194497	Management Services Office Supplies	66.69
Inv 3428264648	Management Services Office Supplies	55.20
Inv 3429631352	Management Services Office Supplies	114.05
Inv 3430738750	Management Services Office Supplies	163.76
Inv 3430738751	Management Services Office Supplies	27.89
Inv 3430899450	Management Services Office Supplies	342.59
Inv 3430967878	Management Services Office Supplies	12.58
Inv 3431075095	Management Services Office Supplies	6.29
Inv 3431313272	Management Services Office Supplies	232.95
309412 Total:		1,022.00
309451	12/24/2019	
Inv 3424909634	PD Office Supplies	152.19
Inv 3424909636	PD Office Supplies	343.82
Inv 3424909637	PD Office Supplies	333.75
Inv 3424909638	PD Office Supplies	77.70
Inv 3425500908	PD Office Supplies	120.08
Inv 3426007241	PD Office Supplies	98.62
Inv 3426007242	PD Office Supplies	13.24
Inv 3427547508	PD Office Supplies	181.95
Inv 3427617668	PD Office Supplies	146.94
Inv 3427617669	PD Office Supplies	217.14
Inv 3427701937	PD Office Supplies	46.75
Inv 3427778186	PD Office Supplies	488.37
Inv 3427778187	PD Office Supplies	463.10
Inv 3428194498	PD Office Supplies	184.11
Inv 3428778246	PD Office Supplies	7.44
Inv 3428778247	PD Office Supplies	7.98
Inv 342896991	PD Office Supplies	732.92
Inv 3429297097	PD Office Supplies	61.31
Inv 3429297099	PD Office Supplies	158.22
Inv 3430371616	PD Office Supplies	305.76
Inv 3430371617	PD Office Supplies	301.11
Inv 3430527285	PD Office Supplies	415.76
Inv 3430527286	PD Office Supplies	144.52
Inv 3431313275	PD Office Supplies	145.62
Inv 3431313276	PD Office Supplies	13.49
Inv 3431369918	PD Office Supplies	55.29
Inv 3431478821	MS Office Supplies	144.47
Inv 3431554621	MS Office Supplies	96.16
Inv 3431554622	PD Office Supplies	82.47
Inv 3431554623	PD Office Supplies	35.68
Inv 3431554625	PD Office Supplies	106.95
Inv 3431856354	PD Office Supplies	88.99
309451 Total:		5,771.90

Check Number	Check Date	Amount
309475	01/02/2020	
Inv 3432945043	Finance Office Supplies	279.96
309475 Total:		279.96
STA5219 - Staples Business Advantage Total:		7,073.86
SWRC6711 - State Water Resources Control Board		
309479	01/07/2020	
Inv S2001249	Interest Principle Balance for Contract	12,686.77
309479 Total:		12,686.77
SWRC6711 - State Water Resources Control Board Total:		12,686.77
STSM1020 - Studio Spectrum		
309452	12/24/2019	
Inv 1381	Audio Mixer Installation	4,216.36
309452 Total:		4,216.36
STSM1020 - Studio Spectrum Total:		4,216.36
SUSI2994 - Sunset Singers		
309413	12/18/2019	
Inv 12.17.19	Senior Christmas Program Performance 12.	250.00
309413 Total:		250.00
SUSI2994 - Sunset Singers Total:		250.00
TOT2010 - TASC		
309414	12/18/2019	
Inv IN1653584	Payment for Admin. of City's FSA Plan Do	390.12
309414 Total:		390.12
TOT2010 - TASC Total:		390.12
SOU5030 - The Gas Company		
309453	12/24/2019	
Inv 072 519 1300 5	11/13/19-12/13/19	18.02
Inv 080 919 2900 3	11/13/19-12/13/19	287.41
Inv 080 919 3600 8	11/13/19-12/13/19	56.94
Inv 083 019 3600 4	11/13/19-12/13/19	111.76
Inv 135 519 3700 9	11/13/19-12/13/19	149.31
Inv 137 619 3700 5	11/13/19-12/13/19	200.62
Inv 148 220 0900 8	11/13/19-12/13/19	89.81
309453 Total:		913.87

Check Number	Check Date	Amount
SOU5030 - The Gas Company Total:		913.87
HAFR7000 - The Hartford		
309415	12/18/2019	
Inv 082933508417 Life Insurance 12/19 Inv# 082933508417		911.25
309415 Total:		911.25
HAFR7000 - The Hartford Total:		911.25
TIM4011 - Time Warner Cable		
309416	12/18/2019	
Inv 008 0012005 Account # 8448 30 008 0012005(11/29-12/		16.82
Inv 008 0070193 Account # 8448 30 008 0070193(12/01/19-		157.90
Inv 008 0224964 Account # 8448 30 30 008 0224964 (11/08-		382.85
Inv 008 0251967 Account # 8448 30 008 0251967(11/22-12/		215.29
Inv 008 0355990 Account # 8448 30 008 0355990(11/02-12/		406.08
Inv 008 0357905 Account # 8448 30 008 0357905(12/05/19-		120.49
309416 Total:		1,299.43
309454	12/24/2019	
Inv 008 0012005 Account # 8448 30 008 001200510/29-11/2		8.41
Inv 008 0224964 Acct# 8448 30 008 0224964 12/08-1/07/20		382.85
Inv 008 0269985 Account # 8448 30 008 026998511/17-12/1		176.26
Inv 008 0311688 Account # 8448 30 008 031168811/11-1/10		2,446.00
Inv 008 0311704 Account # 8448 30 008 031170411/11-1/10		2,446.00
Inv 008 0311712 Acct# 8448 30 008 0311712 11/11-1/10/20		2,380.00
Inv 008 0345504 Account # 8448 30 008 034550411/21-12/2		360.00
Inv 899 0029763 Acct# 8448 20 899 0029763 11/16-12/15/19		257.35
309454 Total:		8,456.87
TIM4011 - Time Warner Cable Total:		9,756.30
UMPQVONS - UMPQUA Bank		
309455	12/24/2019	
Inv 11.01.19 Library SirsiDynix User GroupMembership		100.00
Inv 11.02.19 Library Scheduling Software Subscription		330.00
309455 Total:		430.00
UMPQVONS - UMPQUA Bank Total:		430.00
UMPQ1226 - UMPQUA Bank		
309456	12/24/2019	
Inv 11.13.2019 City Manager Lunch Meeting Expense		35.02
Inv 11.14.19 City Manager Lunch Meeting Expense		36.55
309456 Total:		71.57
309457	12/24/2019	

Check Number	Check Date	Amount
Inv 11.08.19	Senior Center Lunch Supplies	67.96
Inv 11.14.19	Senior Center Supplies	225.25
Inv 11.21.19	Community Services Recruitment Services	100.00
Inv 11.25.19	Senior Center Lunch Supplies	563.76
309457 Total:		956.97
309458	12/24/2019	
Inv 10.31.19	Gasoline Motor Officers	26.10
Inv 11.02.19	Gasoline Motor Officers	19.16
Inv 11.06.19	Gasoline Motor Officers	21.28
309458 Total:		66.54
309459	12/24/2019	
Inv 10.30.19	Climate Action Plan Meeting	92.90
Inv 10.31.19	City Clerk Conference	500.00
Inv 11.04.19	Vehicle ID Tags for Fuel System	80.00
Inv 11.06.19	City Council Dinner Expense	135.12
Inv 11.07.19	Fire Department Supplies	796.15
Inv 11.12.19	Albert Trinh CSMFO Membership	50.00
Inv 11.14.19	Planning Director & CM Lunch Meeting Exp	64.94
Inv 11.20.19	Children's Librarian Interview Panel Lun	233.60
Inv 11.26.19	P & B Contest Lunch Prize Winners	100.00
309459 Total:		2,052.71
309460	12/24/2019	
Inv 11.06.19	Fire Strike Team Expense	98.88
Inv 11.07.19	Fire Strike Team Expense	810.65
Inv 11.14.19	Fire Strike Team Expense	22.25
309460 Total:		931.78
UMPQVCC - UMPQUA Bank Total:		4,079.57
VAL1111 - Valencia, James		
309417	12/18/2019	
Inv 10.25.19	Training Class Oct. 25 for Sgt. Valencia	41.06
309417 Total:		41.06
VAL1111 - Valencia, James Total:		41.06
VEBU3010 - Verizon Business Svcs, MCI Comm Service		
309461	12/24/2019	
Inv 71297728	Verizon Customer ID # SV193519	31.66
Inv 7DE37177	Phone Conferencing Services	35.71
309461 Total:		67.37
VEBU3010 - Verizon Business Svcs, MCI Comm Service Total:		67.37

Check Number	Check Date	Amount
VERW6711 - Verizon Wireless		
309418	12/18/2019	
Inv 9842374428	Account # 842311063-00001 (10/25-11/17/1	448.02
Inv 9842817536	Account # 571839627-00001 (10/24-11/23/1	16.03
Inv 9843000765	Account # 270619951-00002 (10/27-11/26/1	541.70
Inv 9843000766	Account # 270619951-00004 (10/27-11/26/1	502.98
309418 Total:		1,508.73
VERW6711 - Verizon Wireless Total:		1,508.73
VZKN2920 - Vizcarra, Knarik		
309462	12/24/2019	
Inv R107621/107938	Refundable Security Deposit for Senior C	250.00
309462 Total:		250.00
VZKN2920 - Vizcarra, Knarik Total:		250.00
ADVG2920 - Vogel, Andrew		
309476	01/02/2020	
Inv R107797/108003	Refund Security Deposit for WMB	375.00
309476 Total:		375.00
ADVG2920 - Vogel, Andrew Total:		375.00
VUL6601 - Vulcan Materials Co. & Affiliates		
309419	12/18/2019	
Inv 72336884	Aggregate Base / Concrete Sand for Water	1,567.91
309419 Total:		1,567.91
VUL6601 - Vulcan Materials Co. & Affiliates Total:		1,567.91
WON1111 - Wong, Daren		
309420	12/18/2019	
Inv 12.18-12.19.19	Training Class Reim Dec. 18-19 Ofcr. Won	292.54
309420 Total:		292.54
WON1111 - Wong, Daren Total:		292.54
PUFG8267 - Wong, Pauline		
309477	01/02/2020	
Inv Dec. 2019	Class Instructor: Dance ClassDecember 2	168.00
309477 Total:		168.00
PUFG8267 - Wong, Pauline Total:		168.00

Check Number **Check Date** **Amount**

XXRF5010 - Xerox Financial Svcs

309421 12/18/2019
 Inv 1823442 Garfield Plant Copier Lease Payment 10/0 273.17

309421 Total: 273.17

309478 01/02/2020
 Inv 1874465 Finance Dept. Xerox Lease 188.13

309478 Total: 188.13

XXRF5010 - Xerox Financial Svcs Total: 461.30

Total: 247,133.60

ATTACHMENT 3
General City Warrant List

Accounts Payable

Check Detail

User: ealvarez
Printed: 01/09/2020 - 10:32AM



Check Number	Check Date		Amount
11ACR701 - 11:11 A Creative Collective, Inc			
309480	01/15/2020		
		Inv 1539 Civic Center Art Gallery Curation	4,500.00
309480 Total:			4,500.00
11ACR701 - 11:11 A Creative Collective, Inc Total:			4,500.00
ABD0130 - Abdalla, Anthony			
309481	01/15/2020		
		Inv 10.28.19 Reimb. Training Class Sgt. Abdalla 10.28	41.06
309481 Total:			41.06
ABD0130 - Abdalla, Anthony Total:			41.06
AFCY9190 - Ace Fence Company			
309482	01/15/2020		
		Inv 6140 Garfield automatic gate maintenance fee	350.00
309482 Total:			350.00
AFCY9190 - Ace Fence Company Total:			350.00
LAAC6410 - Acosta, Ian			
309483	01/15/2020		
		Inv 1 Public Works Mission Statement Reprogram	25.00
309483 Total:			25.00
LAAC6410 - Acosta, Ian Total:			25.00
ALL0197 - All Star Fire Equipment, Inc.			
309484	01/15/2020		
		Inv 219167 Annual P.O. for Safety Clothing / Expens	301.13
		Inv 220156 Safety Clothing / Equipment	925.23
		Inv 220213 Annual P.O. for Safety Clothing / Expens	105.50
309484 Total:			1,331.86
ALL0197 - All Star Fire Equipment, Inc. Total:			1,331.86

Check Number	Check Date	Amount
AIS0107 - Alliant Insurance Svcs, Inc.		
309485	01/15/2020	
Inv 2019 Special Events Reporting 10/1-12/31/2019		96.39
309485 Total:		96.39
AIS0107 - Alliant Insurance Svcs, Inc. Total:		
		96.39
AMPM5011 - AM/PM Door, Inc.		
309486	01/15/2020	
Inv 40978-41711 Repair to Fire Yard Gate		303.48
309486 Total:		303.48
AMPM5011 - AM/PM Door, Inc. Total:		
		303.48
AMBB9289 - American Business Bank		
309487	01/15/2020	
Inv 16 Graves Reservoir Project Escrow Account		5,944.15
309487 Total:		5,944.15
AMBB9289 - American Business Bank Total:		
		5,944.15
AND0239 - Anderson Business Technology		
309488	01/15/2020	
Inv 233984 Typewriter repair		170.48
309488 Total:		170.48
AND0239 - Anderson Business Technology Total:		
		170.48
ANT0243 - Antrim's Security Co., Inc.		
309489	01/15/2020	
Inv 54627 Key Duplication & Tags PW Dept.		55.35
Inv 55632 Key Duplication PW Dept.		23.15
309489 Total:		78.50
ANT0243 - Antrim's Security Co., Inc. Total:		
		78.50
ATSS6010 - Athens Services		
309490	01/15/2020	
Inv 7590859 Street Sweeping Services		750.00
Inv 7590860 Bus Stop Barrel Pick Up Services		2,148.83
309490 Total:		2,898.83
ATSS6010 - Athens Services Total:		
		2,898.83

BAK0369 - Baker & Taylor Books

309491	01/15/2020	
Inv 2034862725	Purchase of Books & Library Materials	146.97
Inv 2034870056	Purchase of Books & Library Materials	1,168.42
Inv 2034879760	Purchase of Books & Library Materials	491.23
Inv 2034886109	Purchase of Books & Library Materials	1,280.62
Inv 2034894373	Purchase of Books & Library Materials	427.10
Inv 2034898839	Purchase of Books & Library Materials	43.25
Inv 2034900358	Purchase of Books & Library Materials	392.93
Inv 2034919054	Purchase of Books & Library Materials	510.38
Inv 2034931162	Purchase of Books & Library Materials	5.07
Inv 2034935138	Purchase of Books & Library Materials	449.73
Inv 2034935513	Purchase of Books & Library Materials	449.14
Inv 2034943386	Purchase of Books & Library Materials	443.84
Inv 2034949992	Purchase of Books & Library Materials	263.22
Inv 2034952712	Purchase of Books & Library Materials	3.17
Inv 2034957720	Purchase of Books & Library Materials	44.28
Inv 2034958793	Purchase of Books & Library Materials	103.48
Inv 2034960263	Purchase of Books & Library Materials	412.00
Inv 2034973707	Purchase of Books & Library Materials	34.32
Inv 2034977406	Purchase of Books & Library Materials	34.25
Inv 2034984440	Purchase of Books & Library Materials	38.89
Inv 2034984487	Purchase of Books & Library Materials	234.03
Inv 2034989832	Purchase of Books & Library Materials	5.25

309491 Total:		6,981.57
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BAK0369 - Baker & Taylor Books Total:

6,981.57

BAK0366 - Baker & Taylor Entertainment

309492	01/15/2020	
Inv H40983230	Purchase of CD's and DVD's & Library Mat	20.25
Inv H41134630	Purchase of CD's and DVD's & Library Mat	202.74
Inv H41220300	Purchase of CD's and DVD's & Library Mat	39.40
Inv H41220320	Purchase of CD's and DVD's & Library Mat	51.82
Inv H41263780	Purchase of CD's and DVD's & Library Mat	11.33
Inv H41318660	Purchase of CD's and DVD's & Library Mat	158.26
Inv H41418790	Purchase of CD's and DVD's & Library Mat	11.33
Inv H41444750	Purchase of CD's and DVD's & Library Mat	35.62
Inv H41623050	Purchase of CD's and DVD's & Library Mat	68.97
Inv H41674300	Purchase of CD's and DVD's & Library Mat	24.62
Inv H41739970	Purchase of CD's and DVD's & Library Mat	57.46
Inv H41816600	Purchase of CD's and DVD's & Library Mat	28.73
Inv H41845490	Purchase of CD's and DVD's & Library Mat	28.73
Inv H41930390	Purchase of CD's and DVD's & Library Mat	108.62
Inv H41993460	Purchase of CD's and DVD's & Library Mat	20.50
Inv H42010040	Purchase of CD's and DVD's & Library Mat	43.37
Inv H42014500	Purchase of CD's and DVD's & Library Mat	323.87
Inv H42041400	Purchase of CD's and DVD's & Library Mat	45.14

309492 Total:		1,280.76
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BAK0366 - Baker & Taylor Entertainment Total:

1,280.76

Check Number	Check Date	Amount
BAR0382 - Bartl, Robert		
309493	01/15/2020	
Inv 11.01.19	Reimb. Training Class Sgt. Bartl 11/01/1	41.06
309493 Total:		41.06
BAR0382 - Bartl, Robert Total:		41.06
BSHL6710 - Base Hill, Inc., dba Jan Point		
309494	01/15/2020	
Inv 17662	CityWide Janitorial Services (Day Porter)	12,444.04
309494 Total:		12,444.04
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		12,444.04
TYBL7000 - Borrello, Tyler		
309495	01/15/2020	
Inv 11.01.19	Reimb. Training Class for Ofcr. Borrello	41.06
309495 Total:		41.06
TYBL7000 - Borrello, Tyler Total:		41.06
BUR0480 - Burgos, Arthur		
309496	01/15/2020	
Inv 10.28.19	Reimb. Training Class Det. Burgos 10.28.	8.00
309496 Total:		8.00
BUR0480 - Burgos, Arthur Total:		8.00
CAL5236 - CA Linen Services		
309497	01/15/2020	
Inv 1727656	Linen Cleaning Services	88.42
Inv 1730751	Linen Cleaning Services	9.51
Inv 1730908	Linen Services	103.16
Inv 1734533	Linen Services	99.22
309497 Total:		300.31
CAL5236 - CA Linen Services Total:		300.31
CAME2015 - CA Maintenance & Environmental		
309498	01/15/2020	
Inv 31269	Operator Monthly Inspection Fee	125.00
Inv 31270	Operator Monthly Inspection Fee	125.00
Inv 31530	Dispatched Maint. Fuel Pump 87	195.00
Inv 31557	Underground Storage Tank Monthly Inspect	125.00
Inv 31558	Underground Storage Tank Monthly Inspect	125.00

Check Number	Check Date	Amount
Inv 31595	Dispatch call out to pump 87 fuel	390.00
309498	Total:	1,085.00
CAME2015 - CA Maintenance & Environmental Total:		1,085.00
DACA4011 - Calderon, David		
309499	01/15/2020	
Inv 11.25.19	Reimb, Training Class Ofcr. Calderon	8.00
309499	Total:	8.00
DACA4011 - Calderon, David Total:		8.00
CAL8012 - Califa Group		
309500	01/15/2020	
Inv 2988	CENIC Broadband July-September 2019	4,204.23
309500	Total:	4,204.23
CAL8012 - Califa Group Total:		4,204.23
CAFC5011 - California Fire Chiefs Association		
309501	01/15/2020	
Inv 2019	CA Fire Chief Assn. Membership Renewal	225.00
309501	Total:	225.00
CAFC5011 - California Fire Chiefs Association Total:		225.00
CAN0607 - Cantu Graphics		
309502	01/15/2020	
Inv 5671	Printing/Duplication - Business Cards Sh	49.22
Inv 5698	Fire & Safety Inspection Forms	405.15
Inv 5701	Printing/Duplication - Business Cards Ca	49.22
309502	Total:	503.59
CAN0607 - Cantu Graphics Total:		503.59
GBCR4011 - Carillo, Gilberto		
309503	01/15/2020	
Inv 11.01.19	Reimb. Training Class Ofcr. Carrillo 11.	41.06
309503	Total:	41.06
GBCR4011 - Carillo, Gilberto Total:		41.06
CHE6010 - Chem Pro Laboratory, Inc.		
309504	01/15/2020	

Check Number	Check Date	Amount
Inv 656143	Cooling Tower Water Treatment Nov. 2019	164.00
309504 Total:		164.00
CHE6010 - Chem Pro Laboratory, Inc. Total:		164.00
CESS6416 - Community Economic Solutions		
309505	01/15/2020	
Inv 2075	Special Tax Administration Professional	875.00
309505 Total:		875.00
CESS6416 - Community Economic Solutions Total:		875.00
CONN6711 - Conney Safety		
309506	01/15/2020	
Inv 05794536	Rain Gear & Boots for PW Distribution Op	73.87
309506 Total:		73.87
CONN6711 - Conney Safety Total:		73.87
COO0695 - Cook Fire Extinguisher Co		
309507	01/15/2020	
Inv 18285	Inspection and maintenance of Library fi	93.00
Inv 18287	Annual Maint. for Fire Extinguishers Van	55.00
309507 Total:		148.00
COO0695 - Cook Fire Extinguisher Co Total:		148.00
DEM0777 - Demco		
309508	01/15/2020	
Inv 6717696	CD/DVD Overlay Tags Library	681.01
309508 Total:		681.01
DEM0777 - Demco Total:		681.01
DPSI7101 - Desktop Publishing Supplies Inc.		
309509	01/15/2020	
Inv 400331	P&B Supplies (Postcards, Jumbo White)	286.25
309509 Total:		286.25
DPSI7101 - Desktop Publishing Supplies Inc. Total:		286.25
DDL8010 - Dr. Detail Ph.D		
309510	01/15/2020	
Inv 1992	Fleet Cleaning for Dial-a-Ride Buses	215.00

Check Number	Check Date	Amount
309510 Total:		215.00
DDL8010 - Dr. Detail Ph.D Total:		215.00
ECC9000 - E.C.Construction		
309511	01/15/2020	
Inv 1	Measure R Monterey Rd. St. Improvement	14,031.50
309511 Total:		14,031.50
ECC9000 - E.C.Construction Total:		14,031.50
EGRP5011 - Emergency Reporting		
309512	01/15/2020	
Inv 2019_9856	Fire Upgrade to NFIRS / Maint. / Occupan	766.77
309512 Total:		766.77
EGRP5011 - Emergency Reporting Total:		766.77
HERD8010 - Erdmann, Hollis		
309513	01/15/2020	
Inv 735	Baldwin Piano Tuning	175.00
309513 Total:		175.00
HERD8010 - Erdmann, Hollis Total:		175.00
EURO6710 - Eurofins Eaton Analytical		
309514	01/15/2020	
Inv L0483827	Water Quality Laboratory Testing Service	450.00
Inv L0486325	Water Quality Laboratory Testing Service	44.00
Inv L0486327	Water Quality Laboratory Testing Service	24.00
309514 Total:		518.00
EURO6710 - Eurofins Eaton Analytical Total:		518.00
FED1109 - FedEx		
309515	01/15/2020	
Inv 6-846-24080	Fire Dept. Postage	10.36
Inv 6-859-54140	Fire Dept. Postage	38.07
309515 Total:		48.43
FED1109 - FedEx Total:		48.43
FRCT5011 - Fire Catt, LLC		
309516	01/15/2020	

Check Number	Check Date	Amount
Inv 7966	Fire Hose Testing	2,288.00
309516	Total:	2,288.00
FRCT5011 - Fire Catt, LLC Total:		2,288.00
GALS5010 - Galls		
309517	01/15/2020	
Inv 014380552	Safety Clothing/ Equipment	153.71
309517	Total:	153.71
GALS5010 - Galls Total:		153.71
GAY8856 - Gaylord Bros., Inc.		
309518	01/15/2020	
Inv 2631879	Archival Supplies	252.50
309518	Total:	252.50
GAY8856 - Gaylord Bros., Inc. Total:		252.50
GRTK9203 - Geo Tek, Inc.		
309519	01/15/2020	
Inv 64400	On-Call Material Testing & Geotechnical	375.00
309519	Total:	375.00
GRTK9203 - Geo Tek, Inc. Total:		375.00
GPPT9090 - Gopher Patrol		
309520	01/15/2020	
Inv 384724	Gopher Patrol / Abatement	95.00
309520	Total:	95.00
GPPT9090 - Gopher Patrol Total:		95.00
GRA6601 - Grainger		
309521	01/15/2020	
Inv 9343987591	Handicap Door Access Pushbutton for Libr	184.12
309521	Total:	184.12
GRA6601 - Grainger Total:		184.12
HHA5011 - H & H Auto Parts Wholesale		
309522	01/15/2020	
Inv 11N0316740	FD Vehicle Maint.	321.27

Check Number	Check Date	Amount
309522 Total:		321.27
HHA5011 - H & H Auto Parts Wholesale Total:		321.27
RYHG4010 - Hang, Ryan		
309523	01/15/2020	
Inv 11.25.19	Reimb. Training Class Ofcr. Hang 11.25.1	8.00
309523 Total:		8.00
RYHG4010 - Hang, Ryan Total:		8.00
JHRR3012 - Harrington, John		
309524	01/15/2020	
Inv DT1219-02	Residential Rebate Drought Tolerant Plan	207.33
309524 Total:		207.33
JHRR3012 - Harrington, John Total:		207.33
HEN6201 - Henry's Towing		
309525	01/15/2020	
Inv 6108	Towing for unit 330	60.00
309525 Total:		60.00
HEN6201 - Henry's Towing Total:		60.00
INT6115 - Interstate Batteries		
309526	01/15/2020	
Inv 72951	Vehicle Maint. RA-81	506.54
Inv 73039	Vehicle Maintenance - Truck	132.35
309526 Total:		638.89
INT6115 - Interstate Batteries Total:		638.89
INCG6011 - Interwest Consulting Group		
309527	01/15/2020	
Inv 54765	Planning & Building Consultant	13,240.00
Inv 54972	Professional Traffic Engineering Consult	5,910.00
309527 Total:		19,150.00
INCG6011 - Interwest Consulting Group Total:		19,150.00
JSAR4011 - Jack's Auto Repair		
309528	01/15/2020	
Inv 16,518	Transit Division Maint. Vehicle # 79	55.00

Check Number	Check Date	Amount
Inv 16,528	PD Annual Vehicle Maint. Unit1406	792.98
309528 Total:		847.98
JSAR4011 - Jack's Auto Repair Total:		847.98
JHMS8020 - JHM Supply		
309529	01/15/2020	
Inv 115350/1	Irrigation Supplies for City Landscapes	57.28
Inv 115412/1	Irrigation Supplies for City Landscapes	101.30
309529 Total:		158.58
JHMS8020 - JHM Supply Total:		158.58
KAR1897 - Karbelnig, Dr. Alan		
309530	01/15/2020	
Inv 11.15.19	Pre-Employment Psychological Evaluation	400.00
309530 Total:		400.00
KAR1897 - Karbelnig, Dr. Alan Total:		400.00
KMTM4011 - Kim, Timothy		
309531	01/15/2020	
Inv 10.28.19	Reimb, Training Class Ofcr. Kim 10.28.19	41.06
309531 Total:		41.06
KMTM4011 - Kim, Timothy Total:		41.06
CUR7778 - L.N. Curtis & Sons		
309532	01/15/2020	
Inv INV340202	Vehicle Maintenance Fire Dept.	153.28
309532 Total:		153.28
CUR7778 - L.N. Curtis & Sons Total:		153.28
LACP4011 - LACPCA		
309533	01/15/2020	
Inv 2020 Invoice	2020 Membership Dues	500.00
309533 Total:		500.00
LACP4011 - LACPCA Total:		500.00
LSLL6010 - Laser, LLC.		
309534	01/15/2020	
Inv 201910-01	On-Call Stormwater Mgmt.	6,150.00

Check Number	Check Date	Amount
Inv 201912-02	Consultant: FY19-20 On-Call Public Works	8,025.00
309534 Total:		14,175.00
LSLL6010 - Laser, LLC. Total:		14,175.00
LIFE822 - Life-Assist Inc.		
309535	01/15/2020	
Inv 960887	Fire dept. Supplies	2,471.11
309535 Total:		2,471.11
LIFE822 - Life-Assist Inc. Total:		2,471.11
LOU1111 - Louie, Spencer		
309536	01/15/2020	
Inv 10.28.19	Reimb. Training Class Sgt. Louie 10.28.1	8.00
309536 Total:		8.00
LOU1111 - Louie, Spencer Total:		8.00
AVIC4010 - Manukian, Avick		
309537	01/15/2020	
Inv 11.25.19	Reimb. Training Class CPL. Manukian 11.2	8.00
309537 Total:		8.00
AVIC4010 - Manukian, Avick Total:		8.00
MAT5563 - Matt Chlor Inc		
309538	01/15/2020	
Inv 23005	Chloring Injector for Water Dept.	317.94
309538 Total:		317.94
MAT5563 - Matt Chlor Inc Total:		317.94
MRCS2996 - Meridian Consultants LLC		
309539	01/15/2020	
Inv 3621	Mission Bell Mixed-Use EIR	1,650.00
309539 Total:		1,650.00
MRCS2996 - Meridian Consultants LLC Total:		1,650.00
MER2145 - Merit Oil Company		
309540	01/15/2020	
Inv 554223	Diesel Fuel	6,039.74

Check Number	Check Date	Amount
309540 Total:		6,039.74
MER2145 - Merit Oil Company Total:		6,039.74
MSSM6601 - Mission Smog		
309541	01/15/2020	
Inv 2535	Smog Check for unit 624	45.00
309541 Total:		45.00
MSSM6601 - Mission Smog Total:		45.00
JYMA2970 - Mitamura, Joyce		
309542	01/15/2020	
Inv T1219-02	Residential Rebate HE Toilet # T1219-02	100.00
309542 Total:		100.00
JYMA2970 - Mitamura, Joyce Total:		100.00
NV5R9266 - NV5		
309543	01/15/2020	
Inv 144808	Construction Mgmt & Inspections Svcs - G	45,325.15
309543 Total:		45,325.15
NV5R9266 - NV5 Total:		45,325.15
OREI6711 - O' Reilly Automotive Inc.		
309544	01/15/2020	
Inv 3213-133722	Automotive Supplies for Transit Vehicles	199.90
Inv 3213-146759	Automotive Supplies for Transit Vehicles	52.53
309544 Total:		252.43
OREI6711 - O' Reilly Automotive Inc. Total:		252.43
OSSS3010 - Olympic Staffing Services		
309545	01/15/2020	
Inv 211473	Olympic Staffing Services Temporary Staf	558.00
309545 Total:		558.00
OSSS3010 - Olympic Staffing Services Total:		558.00
PHCP9255 - Pacific Hydrotech Corp.		
309546	01/15/2020	
Inv 16	Graves Reservoir Replacement Project	118,883.00

Check Number	Check Date	Amount
309546 Total:		118,883.00
PHCP9255 - Pacific Hydrotech Corp. Total:		118,883.00
PAL1111 - Palmieri, Michael		
309547	01/15/2020	
Inv 11.08.19	Reimb. Training Class 11/08/19	41.06
309547 Total:		41.06
PAL1111 - Palmieri, Michael Total:		41.06
PAKH5011 - Parkhouse Tire Inc.		
309548	01/15/2020	
Inv 4010152670	Vehicle Maintenance Fire Dept.	499.29
309548 Total:		499.29
PAKH5011 - Parkhouse Tire Inc. Total:		499.29
PSNS7101 - Pasadena Star News		
309549	01/15/2020	
Inv 900041829	FD Star News Subscription	110.04
309549 Total:		110.04
PSNS7101 - Pasadena Star News Total:		110.04
CRPC7000 - Pech, Carlos		
309550	01/15/2020	
Inv 11.25.19	Reimb. Training Class Ofcr. Pech	41.06
309550 Total:		41.06
CRPC7000 - Pech, Carlos Total:		41.06
CGPH4011 - Phillips, Craig		
309551	01/15/2020	
Inv 11.01.19	Reimb. Training Class Cpl. Phillips	41.06
309551 Total:		41.06
CGPH4011 - Phillips, Craig Total:		41.06
PLWK7011 - Placeworks		
309552	01/15/2020	
Inv 70378	Consultant for General Plan Update (Down	27,923.31
Inv 70698	Consultant for General Plan Update (Down	16,339.23

Check Number	Check Date	Amount
309552 Total:		44,262.54
PLWK7011 - Placeworks Total:		44,262.54
PDI417 - Plumbers Depot Inc.		
309553	01/15/2020	
Inv PD-43863	Sewer Maint. Supplies & Materials	1,698.35
309553 Total:		1,698.35
PDI417 - Plumbers Depot Inc. Total:		1,698.35
PEDS6010 - Prime Electric Distributors		
309554	01/15/2020	
Inv S1398047.001	Wire Supply - 312 Houston Wire	168.63
Inv S1398485.0001	Red Wire Supply - # 12	168.63
Inv S1401533.001	Floor Coverings for Senior Center	422.05
Inv S1402790.001	Exterior LED Lights for PW	105.12
309554 Total:		864.43
PEDS6010 - Prime Electric Distributors Total:		864.43
POSU8132 - Prudential Overall Supply		
309555	01/15/2020	
Inv 52316450	Uniform Cleaning Services	67.73
Inv 52316451	Public Works Scraper Mats	12.47
Inv 52316452	Public Works Scraper Mats	19.35
Inv 52316453	Uniform Cleaning Services	73.70
309555 Total:		173.25
POSU8132 - Prudential Overall Supply Total:		173.25
RHCC7101 - Rio Hondo College		
309556	01/15/2020	
Inv F19-179-ZSPS	Fee for Physical Agility Testfor PD Ofc	13.62
309556 Total:		13.62
RHCC7101 - Rio Hondo College Total:		13.62
MICH4011 - Sanchez, Michael		
309557	01/15/2020	
Inv 11.08.19	Reimb. Training Class CPL. Sanchez 11/08	41.06
309557 Total:		41.06
MICH4011 - Sanchez, Michael Total:		41.06

Check Number	Check Date	Amount
SAN1111 - Sandoval, Fernando		
309558	01/15/2020	
Inv 11.01.19	Reimb, Training Class Ofcr. Sandoval	8.00
309558 Total:		8.00
SAN1111 - Sandoval, Fernando Total:		
		8.00
SPHC6713 - Sapinoso, Hector		
309559	01/15/2020	
Inv T1219-01	Residential Rebate HE Toilet & Showerhea	225.00
309559 Total:		225.00
SPHC6713 - Sapinoso, Hector Total:		
		225.00
SDSI0107 - Security Design Systems, Inc.		
309560	01/15/2020	
Inv 224627	Monthly Security Access	201.36
Inv 224629	Monthly Security Access	136.98
Inv 224630	Monthly Security Access	109.98
Inv 224631	Monthly Security Access	231.42
Inv 225160	Monthly Security Access	305.13
309560 Total:		984.87
SDSI0107 - Security Design Systems, Inc. Total:		
		984.87
SHCT4010 - Shirt City Sports		
309561	01/15/2020	
Inv 19354	Uniform Shirt for new PD Chaplin	54.75
309561 Total:		54.75
SHCT4010 - Shirt City Sports Total:		
		54.75
SHO7777 - Showcases		
309562	01/15/2020	
Inv 314787	Technical Service Supplies	411.26
Inv 314948	Technical Service Supplies	340.74
309562 Total:		752.00
SHO7777 - Showcases Total:		
		752.00
SNML6710 - Sonsray Machinery		
309563	01/15/2020	
Inv W08382-03	Labor & Material of 4Tire Replacement of	4,380.20
309563 Total:		4,380.20

Check Number	Check Date	Amount
SNML6710 - Sonsray Machinery Total:		4,380.20
SCIV4011 - South Cities Investigations		
309564	01/15/2020	
Inv SPPD-19-5	Pre-employment Background Investigation	1,100.00
309564 Total:		1,100.00
SCIV4011 - South Cities Investigations Total:		1,100.00
SPRE7011 - South Pasadena Review		
309565	01/15/2020	
Inv K67052	Public Notice	165.00
Inv K67053	Public Notice	165.00
Inv K67054	Public Notice	165.00
309565 Total:		495.00
SPRE7011 - South Pasadena Review Total:		495.00
STA5219 - Staples Business Advantage		
309566	01/15/2020	
Inv 3430451655	Office Supplies	54.30
Inv 3430451656	Office Supplies	12.81
Inv 3430738752	Office Supplies	423.09
Inv 3430738753	CS Office Supplies	558.96
Inv 3430738755	CS Office Supplies	172.12
Inv 3430806025	CS Office Supplies	11.71
Inv 3431313273	Office Supplies	128.30
Inv 3431313275	PD Office Supplies	145.62
Inv 3431313276	PD Office Supplies	13.49
Inv 3431369914	Office Supplies	-12.81
Inv 3431369915	Office Supplies	170.71
Inv 3431369917	P& B Office Supplies	146.51
Inv 3431478823	Office Supplies	45.97
Inv 3431638887	Fire Office Supplies	69.63
Inv 3431638888	Fire Office Supplies	12.81
Inv 3431638889	Office Supplies	56.92
Inv 3431638890	PW Office Supplies	77.73
Inv 3431856352	Office Supplies	123.45
Inv 3431911562	Office Supplies	12.81
309566 Total:		2,224.13
STA5219 - Staples Business Advantage Total:		2,224.13
SWRCB833 - State Water Resources Control Board		
309567	01/15/2020	
Inv WD-0164419	FY19-20 Annual Water Discharge Permit	2,625.00
Inv WD-0167711	FY19-20 Annual Water Discharge Permit	624.00

Check Number	Check Date	Amount
309567 Total:		3,249.00
SWRCB833 - State Water Resources Control Board Total:		3,249.00
SRYC5011 - Stericycle Inc.		
309568	01/15/2020	
Inv 3004932917	Hazardous Waste	143.58
309568 Total:		143.58
SRYC5011 - Stericycle Inc. Total:		143.58
SUP3041 - Supreme Trophies & Gifts Co		
309569	01/15/2020	
Inv 30472	Name plate - Joanna Hankamer	22.38
309569 Total:		22.38
SUP3041 - Supreme Trophies & Gifts Co Total:		22.38
SAN8562 - The Sun - Inland Valley Daily Bulletin		
309570	01/15/2020	
Inv 5007857	Public Notice	396.00
309570 Total:		396.00
SAN8562 - The Sun - Inland Valley Daily Bulletin Total:		396.00
UCRS8010 - UC Regents		
309571	01/15/2020	
Inv 2424	Paramedic Training December	2,344.60
309571 Total:		2,344.60
UCRS8010 - UC Regents Total:		2,344.60
UQMS8010 - Unique Mgmt Svcs Inc.		
309572	01/15/2020	
Inv 569554	Recovery Agency Services	259.55
309572 Total:		259.55
UQMS8010 - Unique Mgmt Svcs Inc. Total:		259.55
URTL6711 - United Rentals, Branch LAX		
309573	01/15/2020	
Inv 175677018-001	Rental of Open Top Tank w / berm and Cam	2,164.87
309573 Total:		2,164.87

Check Number	Check Date	Amount
URTL6711 - United Rentals, Branch LAX Total:		2,164.87
VALD4011 - Valdez, Catalina		
309574	01/15/2020	
Inv 10.28.19	Reimb. Training Class Ofcr. Valdez 10.28	8.00
309574 Total:		8.00
VALD4011 - Valdez, Catalina Total:		8.00
VEWI8020 - Vision Electric Wholesale Inc.		
309575	01/15/2020	
Inv 36412	Street Light Hardware	151.11
Inv 36413	Street Light Hardware	141.52
309575 Total:		292.63
VEWI8020 - Vision Electric Wholesale Inc. Total:		292.63
VUL6601 - Vulcan Materials Co. & Affiliates		
309576	01/15/2020	
Inv 72428110	Purchase Order for Asphalt, Emulsion, C	420.86
309576 Total:		420.86
VUL6601 - Vulcan Materials Co. & Affiliates Total:		420.86
WES4152 - West Coast Arborists, Inc.		
309577	01/15/2020	
Inv 154229	Street Tree Maint. Contract Services 11/	26,570.00
Inv 154711	Street Tree Maint. In-Lieu Tree Planting	16,772.00
309577 Total:		43,342.00
WES4152 - West Coast Arborists, Inc. Total:		43,342.00
WHTI5260 - Whalen, Tim		
309578	01/15/2020	
Inv 06585	Request for Refund for Lost & Paid Libra	16.00
309578 Total:		16.00
WHTI5260 - Whalen, Tim Total:		16.00
WHI6410 - Whittier Fertilizer Co.		
309579	01/15/2020	
Inv 352102	Dirt for War Memorial Building	77.54
309579 Total:		77.54

Check Number	Check Date	Amount
WHI6410 - Whittier Fertilizer Co. Total:		77.54
WIL5896 - Willdan Associates		
309580	01/15/2020	
Inv 00221650	On-Call Consultant for Code Enforcement	3,185.00
Inv 00415543R	On-Call Consultant for Code Enforcement	5,311.00
309580 Total:		8,496.00
WIL5896 - Willdan Associates Total:		8,496.00
WIS2563 - Wise, Randy		
309581	01/15/2020	
Inv 10.28.19	Reimb. Training Class Cpl. Wise 10.28.19	41.06
309581 Total:		41.06
WIS2563 - Wise, Randy Total:		41.06
WON1111 - Wong, Daren		
309582	01/15/2020	
Inv 11.25.19	Reimb. Training Class Ofcr. Wong 11.25.1	8.00
309582 Total:		8.00
WON1111 - Wong, Daren Total:		8.00
WSIC6601 - Wright's Supply, Inc.		
309583	01/15/2020	
Inv 234957	Belt for Exhaust System	25.47
309583 Total:		25.47
WSIC6601 - Wright's Supply, Inc. Total:		25.47
YTI1023 - Y Tire Complete Auto		
309584	01/15/2020	
Inv 0012707	Tire Replacement for Unit # 24	717.64
309584 Total:		717.64
YTI1023 - Y Tire Complete Auto Total:		717.64
PTZM4011 - Zamora, Patrick		
309585	01/15/2020	
Inv 11.01.19	Reimb, Training Class Ofcr. Zamora	41.06
309585 Total:		41.06

Check Number **Check Date** **Amount**

PTZM4011 - Zamora, Patrick Total: 41.06

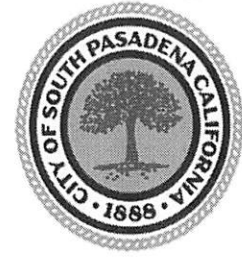
Total: 396,630.30

ATTACHMENT 4
Prepaid & General Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
Printed: 12/17/2019 - 10:00AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: NCNY2920				SGV Area-Activities						
Check No: 308911				Check Date: 11/06/2019						
	500.00	R96605/10551	10/21/2019	Refund Deposit for WMB 9/19/19					No	0
101-0000-0000-2920-000										
Check Total:	500.00									
Vendor Total:	500.00									
Report Total:	500.00									

Accounts Payable

Void Check Proof List

User: ealvarez
 Printed: 01/08/2020 - 8:19AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: ROB1111				Shannon Robledo						
Check No: 308093				Check Date: 08/21/2019						
101-4010-4011-8210-000	1,385.40	ROB10/14-25	08/01/2019	Training class on October 14-25, 2019					No	0
Check Total:	1,385.40									
Vendor Total:	1,385.40									
Report Total:	1,385.40									



City Council Agenda Report

ITEM NO. 9

DATE: January 15, 2020
FROM: Stephanie DeWolfe, City Manager *[Signature]*
PREPARED BY: Lucy Demirjian, Acting Finance Director *[Signature]*
SUBJECT: **Adoption of a Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents**

Recommendation Action

It is recommended that the City Council adopt a resolution superseding Resolution No. 7619, Authorizing Signatures on City Bank Accounts.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

By adopting the attached resolution, that supersedes all prior resolutions, Mayor Robert S. Joe will have signatory authority on the City of South Pasadena's (City) bank accounts and related banking documentation.

Background

The City Council previously updated the resolution for signatures on City bank accounts on July 17, 2019. The resolution authorizing signatures on City Local Agency Investment Fund accounts (Resolution No. 7620) was most recently updated on July 17, 2019. At this time, there is no change to add or remove staff from the signatory authority list for LAIF. The bank requires action from the City Council documenting approval of these changes. Currently it is necessary to authorize revisions to the bank account signatory assignments.

Legal Review

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

Fiscal Impact

The adoption of the updated resolution will update the authority to ensure accurate personnel have authorization.

Public Notification of Agenda Item

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

Attachment: Resolution Authorizing Signatures on City Bank Accounts
(Superseding Resolution No. 7619)

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7619, AUTHORIZING
SIGNATURES ON CITY BANK ACCOUNTS**

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

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

SECTION 1. To authorize Robert S. Joe, Mayor, effective January 15, 2020, as a signatory on all City of South Pasadena bank accounts and related documentation.

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

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

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

SECTION 5. To authorize City Manager Stephanie DeWolfe, Human Resources Manager Mariam Lee Ko, Principal Management Analyst Karen Aceves, Assistant to the City Manager Lucy Demirjian, Accounting Manager Armine Trashian, and Finance Manager Albert Trinh as signatories on all City of South Pasadena bank accounts and related documentation.

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

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

PASSED, APPROVED AND ADOPTED ON this 15th day of January, 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 15th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

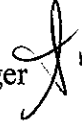
Evelyn G. Zneimer, City Clerk
(seal)

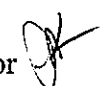


City Council Agenda Report

ITEM NO. 10

DATE: January 15, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Lucy Demirjian, Acting Finance Director 

SUBJECT: **Implementation of New Sales Tax (Measure A) with the California Department of Tax and Fee Administration**

Recommendation Action

It is recommended that the City Council:

1. Adopt a resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for the implementation of a local transactions and use tax (Measure A); and
2. Adopt a resolution authorizing City representatives and sale tax consultant to examine sales, transactions and use tax records pursuant to Revenue and Taxation Code Section 7056.

Commission Review and Recommendation

This matter was reported to the Finance Commission during its December 19, 2019 meeting.

Discussion/Analysis

Pursuant to Revenue and Taxation Code Section 7265, the new tax is scheduled to become operative on April 1, 2020, and will be administered by the CDTFA. The CDTFA requires that the City Council approve a resolution authorizing the City Manager to execute an agreement with the CDTFA for implementation of a local transactions and use tax. In order for them to implement this new tax, CDTFA is requesting that the City adopted the resolutions and complete and return all required documents no later than February 1, 2020.

CDTFA performs all functions incident to the administration and collection of local sales, use and transactions taxes in the State of California. The proposed resolution is required by CDTFA in order for City representatives to examine the confidential sales, use and transactions tax records pertaining to taxes collected by CDTFA for the City. The second resolution designates the City Manager and/or designee, and Hinderliter, deLlamas & Associates (HdL) to examine CDTFA's sales, use and transactions tax records.

Background

On Tuesday, November 5, 2019, the voters of the City of South Pasadena approved the local sales tax measure, Measure A (Ordinance No. 2338). The 0.75% increase in sales tax will take effect on April 1, 2019, and is projected to generate approximately \$1.5 million in annual

revenue for the City's General Fund. The CDTFA requires the City to adopt a resolution acknowledging the need for both an implementation and administration agreement and to appoint an authorized City official to execute both documents. The CDTFA charges one-time fees based on actual costs to implement any new tax, which cannot exceed \$175,000 by statute. Additionally, the CDTFA will charge a quarterly fee based on the cost of collections as they currently do for the City's 1.0% allocation of sales tax (the average cost to the City has been \$25,000 for the past three reporting years).

In addition to authorizing the CDTFA to implement and administer the tax, the City must also adopt a resolution designating positions and consultants who are authorized to receive and review the confidential tax information. The proposed resolution mirrors the authorization currently in place for the regular sales tax remittance which designates the position of City Manager, any personnel the City Manager designates, and the City's consultant, HdL.

The City currently utilizes HdL services for collecting and administering the City's business licenses and providing property tax reporting. HdL also provides sales tax audit and information services which includes monitoring, identification and correction of allocation errors. With the approval of the resolution, HdL will also provide reports and analysis to effectively manage transaction and use tax. With the CDTFA data, HdL will conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax. HdL has more government agency sales and use audit clients than any other company in the State.

The purpose of obtaining the information is to assist with the following government functions: revenue management and budgeting including assisting in increasing sales and use tax revenues to the City; City administration; community and economic development, and business license tax administration.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

It is estimated that the transactions and use tax will generate an additional \$1.5 million in annual revenues. CDTFA will retain its costs associated with the implementation and administration of the transactions and use tax. Such amounts will be deducted from the taxes collected by the CDTFA for the City.

Public Notification of Agenda Item

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

Attachments:

1. Resolution authorizing examination of Transactions and Use Tax records
2. Resolution authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax

ATTACHMENT 1
Resolution authorizing examination of
Transactions and Use Tax records

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE EXAMINATION OF TRANSACTIONS
(SALES) AND USE TAX RECORDS**

WHEREAS, pursuant to Ordinance No. 2338 of the City of South Pasadena hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

SECTION 1. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

SECTION 2. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration is hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

- a) City administration
- b) Revenue Management and Budgeting

- c) Community and economic development
- d) Business license tax administration

The information obtained by examination of Board records shall be used only for those governmental functions of the District listed above.

SECTION 3. That Hinderliter, De Llamas and Associates (HdL Companies) is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the District to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

PASSED, APPROVED, AND ADOPTED ON this 15th day of January, 2020.

Robert Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Resolution authorizing the City Manager to
execute agreements with the California
Department of Tax and Fee Administration
for Implementation of a Local
Transactions and Use Tax

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF
A LOCAL TRANSACTIONS AND USE TAX**

WHEREAS, on November 5, 2019, a majority of the electorate of the City of South Pasadena approved a general local transactions and use tax, which was submitted to the ballot by the City Council on June 19, 2019 (Ordinance No. 2338); and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of South Pasadena that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and City Manager is hereby authorized to execute each agreement.

PASSED, APPROVED AND ADOPTED ON this 15th day of January, 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 15th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of South Pasadena, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

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

Attention: Finance Director

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SOUTH PASADENA

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

STEPHANIE DEWOLFE
(Typed Name)

CITY MANAGER
(Title)

EXHIBIT B

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of South Pasadena has adopted, and the voters of the City of South Pasadena (hereafter called "City" or "District") have approved by the required majority vote, the City of South Pasadena Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation Code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2338, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV **COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V **MISCELLANEOUS PROVISIONS**

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

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

Attention: Finance Director

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SOUTH PASADENA

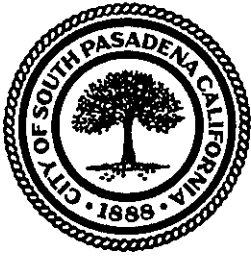
CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

STEPHANIE DEWOLFE
(Typed Name)

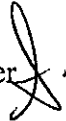
CITY MANAGER
(Title)





City Council Agenda Report

ITEM NO. 11

DATE: January 15, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Joanna Hankamer, Planning and Community Development Director 
Margaret Lin, Manager of Long Range Planning and Economic Development 

SUBJECT: **Authorize the Second Amendment to the Professional Services Agreement with Interwest Incorporated for Assistant Planner Staffing Services for a Total Not-To-Exceed Amount of \$97,100**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the second amendment to the Professional Services Agreement (PSA) with Interwest Incorporated (Interwest) to extend the term of the PSA by three months and increase the contract amount by \$39,000 for a total not-to-exceed amount of \$97,100 to continue providing the City with assistant planner staffing services.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion/Analysis

The first amendment to the PSA with Interwest for the Contract Assistant Planner expired on December 31, 2019. The Assistant Planner provides support services to the Planning Commission, Cultural Heritage Commission, and Design Review Board; administers land use and development regulations; and processes land use permits. On December 19, 2019, the City conducted the first round of interviews for the full time Assistant Planner position. However, to continue to provide sufficient planning services and ensure a smooth transition with the new Assistant Planner the PSA with Interwest should be extended by an additional three months to expire on March 31, 2020.

Background

On August 19, 2019, the City Manager authorized a PSA with Interwest for assistant planner staffing services. On October 2, 2019, the City Council authorized the first amendment to the PSA to extend the contract term by three months and increase the contract amount by \$33,600 for a total not-to-exceed amount of \$58,100.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The original contract amount was \$24,500 (\$100/hour for two months). The first amendment increased the contract amount by \$33,600 (billed at a reduced rate of \$80/hour for three months), for a total not-to-exceed amount of \$58,100. The proposed second amendment would extend the contract by an additional three months and increase the contract amount by \$39,000 for a total not-to-exceed amount of \$97,100. The current Planning and Building Department Professional Services Account (101-7010-7011-8170) has a sufficient balance to fund the contract amount.

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. Second Amendment
2. First Amendment
3. Original Contract

ATTACHMENT 1
Second Amendment

SECOND AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT is made as of this 15th day of January 2020, by and between the CITY OF SOUTH PASADENA and Interwest Incorporated.

RECITALS

WHEREAS, on August 19, 2019, the City Manager approved a Professional Services Agreement (PSA) with Interwest Incorporated for assistant planner staffing services and related activities; and

WHEREAS, the Term of the Agreement was through October 29, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement was not to exceed \$24,500 unless the City has given specific advance approval in writing; and

WHEREAS, on October 2, 2019, the City Council authorized the First Amendment to the PSA to extend the Term of the Agreement by increase the project amount by \$33,600; for a total project cost for the revised scope of services shall not exceed the amount of \$58,100.00; and

WHEREAS, the City and Consultant desire to amend the scope of services to extend the agreement for three (3) additional months as authorized in the Agreement through March 31, 2020.

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

1. PAYMENT FOR SERVICES. That the two month extended agreement shall be billed at a rate of \$80 per hour and shall not exceed a total of \$39,000. The total project cost for the revised scope of services shall not exceed amount of \$97,100.

2. CONSULTANT SERVICES. That the scope of services of the Agreement would be amended to extend the agreement for three (3) additional months.

3. TERM. The term of this Agreement shall be extended from December 31, 2019, to March 31, 2020 or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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 Incorporated

By: _____

By: _____

Printed: Stephanie DeWolfe

Signature
Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____
Evelyn G. Zneimer, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Teresa L. Highsmith, City Attorney

Dated: _____

ATTACHMENT 2
First Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 2nd day of October, 2019 by and between the CITY OF SOUTH PASADENA (“City”) and Interwest Incorporated.

RECITALS

WHEREAS, on August 19, 2019, the City Manager approved a Professional Services Agreement with Interwest Incorporated for assistant planner staffing services and related activities; and

WHEREAS, the Term of the Agreement is through October 29, 2019, with the option to extend upon written agreement of the parties; and

WHEREAS, the Payment for Services in the Agreement shall not exceed the original authorized amount of \$24,500 unless the City has given specific advance approval in writing; and

WHEREAS, the City and Consultant desire to amend the scope of services to extend the agreement for three (3) additional months as authorized in the Agreement through December 31, 2019.

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

1. PAYMENT FOR SERVICES. That the three month extended agreement shall be billed at a rate of \$80 per hour and shall not exceed a total of \$33,600. The total project cost for the revised scope of services shall not exceed amount of \$58,100.

2. CONSULTANT SERVICES. That the scope of services of the Agreement would be amended to extend the agreement for three (3) additional months.

3. TERM. The term of this Agreement shall be extended from October 29, 2019 to December 31, 2019, or when the work is satisfactory completed, whichever occurs first, or unless extended by a supplemental amendment.

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 Incorporated

By: _____
Signature

By: _____
Signature

Printed: Stephanie DeWolfe

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

ATTACHMENT 3
Original Contract

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Interwest Inc.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **July 19, 2019** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Bergman, Interim Director of Planning & Building. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Twenty-four Thousand Five Hundred Dollars (\$24,500.00).
- 3.5. "Commencement Date": August 20, 2019.
- 3.6. "Termination Date": On or before October 29, 2019

4. TERM

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

5. CONSULTANT'S DUTIES

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

laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. James 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. **Contractor shall not assign any employee with previously earned California Public Employees Retirement System ("CalPERS") retirement benefits to provide services to the City, nor permit any of its employee to exceed 35 hours per week of service in the performance of this agreement.**
- 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. Any reuse of the written products shall be at the City’s sole risk. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

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

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Senior Planner and Assistant Planner Staff services
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$1,000,000 per occurrence,
Professional Services Agreement – Consultant Services

\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Planning & Building Department, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

David Bergman
City of South Pasadena
Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

James Ross
Public Works Group Leader
Interwest
150 N. SANTA ANITA, SUITE 300
ARCADIA, CA 91006
626.219.8304
jross@interwestgrp.com

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Ave., Ste. 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

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 -twenty calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

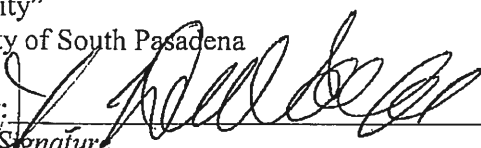
- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

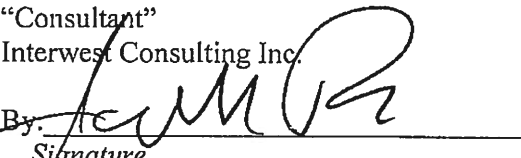
18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.


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

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

"City"
City of South Pasadena
By: 
Signature
Printed: Stephanie Dewolfe
Title: City Manager
Date: 8/19/19

"Consultant"
Interwest Consulting Inc.
By: 
Signature
Printed: James G. Ross
Title: Public Works Group Leader
Date: 8/7/19

Attest:

By: 
for Evelyn G. Zneimer, City Clerk
Date: 8/19/2019

Approved as to form:

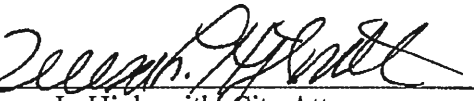
By: 
Teresa L. Highsmith, City Attorney
Date: 8/19/19

EXHIBIT "A"

SCOPE OF WORK

Project Understanding

We understand that the City of South Pasadena is seeking an Assistant Planner to work at City Hall assisting the Building and Planning Department in the following areas:

- Support for projects in current planning, including preparation of application completeness letters and decision letters, staff reports, findings and resolutions.
- Assisting the public, developers, architects, attorneys and applicants during the project review process for planning applications.
- Provide assistance with plan checks and coordination with other City departments including Public Works and Fire as needed.
- Preparation of development applications for review by public commissions, boards and city council.
- Written analysis of findings and recommendations including supplemental materials such as graphics, charts, photographs, and electronic presentations.

APPROACH TO SCOPE OF WORK

The Assistant Planner services include but are not limited to:

- Application Routing: Assist in organizing application materials for routing to City departments and affected agencies; Circulate materials electronically to City departments and affected agencies; Coordinate internal hard copy circulation as needed.
- Application Completeness Review: Assist in preparing a completeness/incompleteness letter to be provided to the applicant within 30 days of the submittal of the application for compliance with the Permit Streamlining Act. • Coordination and Communication. Assist in the coordination for review of the entitlement application with City staff, the applicant team, public, attorneys, architects, etc.; Schedule meetings to review project materials; Circulate work products to appropriate parties.
- CEQA Review. Assist in evaluating required level of CEQA analysis; Prepare exemption if appropriate; Secure City direction if IS/MND or EIR is required.
- Packet Preparation: Assist in preparing a complete packet for Planning Commission, Design Review Board, Cultural Heritage Commission, and City Council hearings - staff report, conditions of approval, CEQA determination, resolution(s) and ordinance, associated project exhibits and hearing notice. Adjust deliverables based on your preferences/practices.
- Planning Commission and City Council Hearings: Present projects in community meetings and in hearings before appointed and elected bodies as needed.
- Closeout of Application: Prepare decision letters and file Notice of Exemption/Determination as appropriate; Organize project files and all key documents consistent with the City's record retention policy.
- Building Permit Review: Assist with plan checks of all construction plans (grading plan, building plan, landscape plan, etc.) during the building permit review process.

EXHIBIT "B"

STAFFING

We propose the following staff to provide the described services. Information on their individual work histories and qualifications can be found in their resumes, attached to this letter proposal for your review.

Malinda Lim ASSISTANT PLANNER

HOURLY RATES

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. In addition, there is no charge for shipping, supply, or material costs.

Classification Hourly Billing Rate

Assistant Planner

..... \$100

AVAILABILITY

Ms. Lim is available to work up to 40 hours per week on-site at City Hall beginning on August 20, 2019.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Willdan Engineering- Industry 2401 East Katella Avenue Suite 300 Anaheim CA 92806 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570077806139** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liability <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P6307J366586TIL18	11/09/2018	11/09/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			P-810-7J365332-TIL-18	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0L6636781843G	11/09/2018	11/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2018	11/09/2019	Aggregate Per Claim	\$2,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Senior Planner Staffing Services.
 The City, its City Council, Commissions, officers and employees of South Pasadena are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER City of South Pasadena Attn: David Bergman 1414 Mission Street South Pasadena CA 91030 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : AFC

Certificate No : 570077806139

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Pilot F. Extension Of Coverage – Damage To Premises Rented To You G. Personal Injury – Assumed by Contract H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Who Is An Insured – Newly Acquired Or Formed Organizations N. Injury To Co-Employees And Co-Volunteer Workers O. Medical Payments Limit P. Knowledge And Notice Of Occurrence Or Offense Q. Other Insurance Condition R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Additional Definition – Written Contract Requiring Insurance |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. How-

ever, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion **e.**, **Contractual Liability** in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or**

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- 2. The following definition is added to **SECTION V – DEFINITIONS:**

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

- 1. The following is added to Paragraph 6. **Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

- 2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- 2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- 3. "Your work"; or
- 4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional 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 additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

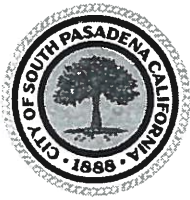
- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

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

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



CONTRACT APPROVAL COVERSHEET

Project Name: Senior Planner and Assistant Planner Staff services		Approval Authority	
Department: Planning and Building		Department Head (< \$10,000)	<input type="checkbox"/>
		City Manager (< \$25,000)	<input checked="" type="checkbox"/>
		City Council (> \$25,000)	<input type="checkbox"/>
Date: July 30, 2019		City Council Approval Date: N/A	
Submitted By: David Bergman	Ext: 223	Agenda Item #: N/A	
Contract Approval Routing			
	Name	Approval (Initials)	Date
Contracts Coordinator	David Bergman	DB	7/31/19
Department Director	David Bergman	DB	7/31/19
Finance Director			
City Attorney		[Signature]	8-13-19
Purpose of Contract/Scope of Services			
The consultant, Interwest Consulting Group will provide the City with Senior Planner and Assistant Planner Staffing services.			
Document Checklist			
Insurance Requirements Met? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Additional/Special Insurance or Bond Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Financials			
Contract Amount: \$24,500.00		Contract Term: July 2019 – July 2020	
Accounts to Encumber: 101-7010-7011-8170			



City Council Agenda Report

ITEM NO. 12

DATE: January 15, 2020

FROM: Robert Joe, Mayor

PREPARED BY: Maria E. Ayala, Chief City Clerk

SUBJECT: **Approval of Mayor's List of City Council Liaison and Regional Group Appointments and Adoption of a Resolution Appointing Delegates, Representatives, and Alternates to Various Agencies and Organizations**

Recommendation

It is recommended that the City Council:

1. Approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commission, boards, and committees; and
2. Adopt a Resolution appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

Discussion/Analysis

The Mayor has submitted his list of City Council Liaison and Regional Group Appointments to the City Clerk's Division. This is a routine annual item that requires approval by the City Council.

Background

At the beginning of every Mayor term, appointments are made to various commissions, boards, committees, and regional groups for the calendar year. The majority of the appointments are made by the Mayor; however, several agencies and organizations require City Council action by resolution.

Legal Review

The City Attorney has not reviewed this item.

Fiscal Impact

Expenses for attending regional meetings have been budgeted in the Fiscal Year 2019-20 City Council Budget.

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no

potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the 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. List of Proposed City Council Liaison & Regional Group Appointments
2. Resolution Approving City Council Appointments to Various Governmental Entities and Organizations

ATTACHMENT 1
List of Proposed City Council Liaison & Regional
Group Appointments – 2020



Liaison and Regional Group Appointments
Robert S. Joe, Mayor
January 2020 to December 2020

City Commissions, Boards, and Committees	Appointed Liaison
Animal Commission	Cacciotti
Cultural Heritage Commission	Khubesrian
Design Review Board	Schneider
Finance Commission	Joe
Fourth of July – Festival of Balloons Committee	Mahmud
Mobility and Transportation Infrastructure Commission	Mahmud
Library Board of Trustees	Joe
Natural Resources and Environmental Commission	Khubesrian
Parks and Recreation Commission	Khubesrian
Planning Commission	Mahmud
Public Arts Commission	Schneider
Public Safety Commission	Schneider
Public Works Commission	Cacciotti
Senior Citizen Commission	Joe
South Pasadena Tournament of Roses Committee	Khubesrian
Youth Commission	Cacciotti

Ad Hoc/Committees	Appointed Liaisons
Ad Hoc/Committee: City Council and SPUSD Subcommittee	Joe & Khubesrian
Ad Hoc/Committee: Economic Development	Joe & Khubesrian
Ad Hoc/Committee: General Plan Advisory	Mahmud & Cacciotti
Ad Hoc/Committee: Mission-Meridian Village Subcommittee	Khubesrian & Mahmud
Ad Hoc/Committee: Caltrans Homes Subcommittee	Khubesrian & Schneider

Ad Hoc/Committees	Appointed Liaisons
Ad Hoc/Committee: South Pasadena Chamber of Commerce - Legislative	Mahmud
Ad Hoc/Committee: South Pasadena Chamber of Commerce - Economic Development	Joe
Ad Hoc/Committee: South Pasadena Chamber of Commerce - Chamber Board	DeWolfe, City Manager

■ Members not appointed by Mayor

Liaison & Regional Group Appointments

Page 2

Regional Groups – Appointment by City		Appointed Liaison	Alternate(s)	
	Arroyo Verdugo Communities Joint Powers Authority	Khubesrian	Mahmud	
	Foothill Employment and Training Consortium Policy Board	Joe	Schneider	
	Los Angeles County City Selection Committee	Joe (always Mayor)	Cacciotti	
★	Los Angeles County Sanitation Districts, Board of Directors, District 16	Joe (always Mayor)	Mahmud	
Δ	League of California Cities, Los Angeles Division	Mahmud	Cacciotti	
❖	Metro Gold Line Phase II Joint Powers Authority Board	Cacciotti	Schneider	
Δ				
❖	San Gabriel Valley Council of Governments Governing Board	Joe	Mahmud	
Δ				
❖	Southern California Association of Governments General Assembly	Mahmud	Joe	
Δ				
❖	San Gabriel Valley Mosquito and Vector Control District	Khubesrian	N/A	
Δ				
❖	Clean Power Alliance	Mahmud	Kim Hughes	Joe

Regional Groups –Appointment by Regional Group		Appointed Liaison	Alternate(s)	
Δ	Arroyo Verdugo Communities Representative to the Southern California Association of Governments Community, Economic and Human Development Committee	Joe	None	
	Arroyo Verdugo Communities Appointment to the League of California Cities, LA County Division Board of Directors	Mahmud	None	
	Santa Monica Mountains Conservancy	Cacciotti	None	
	South Coast Air Quality Management District	Cacciotti	None	
Δ	San Gabriel Valley Board Member			

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

ATTACHMENT 2

Resolution Approving City Council Appointments to
Various Governmental Entities and Organizations

RESOLUTION NO. XXXX

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

WHEREAS, the City Council of the City of South Pasadena (City) at its regular meeting of December 4, 2019, reorganized as follows: Robert S. Joe, Mayor; Diana Mahmud, Mayor Pro Tem; Michael A. Cacciotti, Councilmember; Marina Khubesrian, M.D., Councilmember; and Richard D. Schneider, M.D., Councilmember; and

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

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

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

SECTION 1. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as Governing Board Representative and alternate member of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

Governing Board Representative	Alternate	Term
Mayor Joe	Mayor Pro Tem Mahmud	2020

SECTION 2. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as delegate and alternate member of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES DIVISION** for the term indicated:

Delegate	Alternate	Term
Mayor Pro Tem Mahmud	Councilmember Cacciotti	2020

SECTION 3. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as board member and alternate board member of the **LOS ANGELES COUNTY SANITATION DISTRICTS BOARD OF DIRECTORS, DISTRICT 16** for the term indicated:

Board Member	Alternate	Term
Mayor Joe	Mayor Pro Tem Mahmud	2020

SECTION 4. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as delegate and alternate member of the **METRO GOLD LINE PHASE II JOINT POWERS AUTHORITY BOARD** for the term indicated:

Delegate	Alternate	Term
Councilmember Cacciotti	Councilmember Schneider	2020

SECTION 5. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as delegate and alternate member of the **ARROYO VERDUGO COMMUNITIES JOINT POWERS AUTHORITY** for the term indicated:

Delegate	Alternate	Term
Councilmember Khubesrian	Mayor Pro Tem Mahmud	2020

SECTION 6. The City Council of the City of South Pasadena does hereby confirm and appoint the following persons as delegate and alternate member of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS GENERAL ASSEMBLY** for the term indicated:

Delegate	Alternate	Term
Mayor Pro Tem Mahmud	Mayor Joe	2020

SECTION 7. The City Council of the City of South Pasadena does hereby confirm and appoint the following person as delegate member of the **SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT** for the term indicated:

Delegate	Alternate	Term
Councilmember Khubesrian	None	2020

SECTION 8. The City Council of the City of South Pasadena does hereby confirm and appoint the following person as delegate member of the **CLEAN POWER ALLIANCE** for the term indicated:

Delegate	Alternate	Term
Mayor Pro Tem Mahmud	Mayor Joe, Kim Hughes	2020

SECTION 9. Pursuant to the appointments made above, the City Council of the City of South Pasadena does hereby adopt the completed Form 806 of the Fair Political Practices Commission, and directs staff to take all other actions necessary to comply with the requirements of any applicable laws and regulations.

SECTION 10. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 16th day of January, 2019.

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 15th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

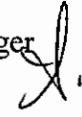
Evelyn G. Zneimer, City Clerk
(seal)




City Council Agenda Report

ITEM NO. 13

DATE: January 15, 2020

FROM: Stephanie DeWolfe, City Manager 

PREPARED BY: Paul Riddle, Fire Chief 

SUBJECT: **Adoption of an Urgency Ordinance and First Reading and Introduction of an Ordinance Adopting by Reference the 2019 California Fire Code with Certain Amendments, Additions, and Deletions thereto Amending Chapter 14 of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council:

1. Introduce for first reading by title only and waive further reading of an ordinance adopting by reference and amending the 2019 California Fire Code; and
2. Schedule a public hearing on February 5, 2020 to consider adoption and second reading of the ordinance; and
3. Read by title only and waive further reading of an urgency ordinance adopting by reference and amending the 2019 California Fire Code.

Executive Summary

Every three years, the State adopts new codes (known collectively as the California Building Standards Code or "Title 24") to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. While State law requires local governments to enforce California Title 24, the law allows local governments to enact additional local amendments, but only where the Council can make a finding that these amendments are based on local climatic, geological, or topographical conditions. These findings are identified in the attached ordinance and include such conditions as the City's close proximity to major fault lines, the fact that the City is subject to long periods of dry, hot, and windy conditions and the fact that the City's water system is directly affected by the topographical layout of the City.

In order to support these findings, the layout of the South Pasadena Municipal Code (SPMC) Chapter 14 has been changed to provide a clearer and better structured look for applicants when searching for information. Article 14.1 defines the high fire risk area within the City and special

provisions related to roof types. Historically, the area defined as high risk area within the City was already considered and treated as high risk area but was not codified in the SPMC. The high fire risk area is defined as those properties located south of Monterey Road and West of Meridian Avenue. Additional amendments include, but are not limited to, more restrictive requirements for sprinkler systems, fire alarm systems, and chimney spark arrestors.

Note: Two identical Ordinances are being brought before the City Council for 1st Reading. The Ordinances are identical in content. One Ordinance is by 'Urgency' and is to take effect January 15, 2020. The Urgency Ordinance requires a four-fifths vote by the Council. The non-Urgency Ordinance will take effect 30 days after 2nd reading and adoption of the non-Urgency Ordinance. Because the need for an Urgency Ordinance can always be challenged, a non-Urgency Ordinance is also appearing before the Council. If the Urgency Ordinance were deemed invalid for any reason after January 15th, 2020, the non-Urgency Ordinance would still be in place (and will become effective 30 days after 2nd reading and adoption by the Council). This adoption approach insures that the City is able to enforce the most current codes without any interruption.

Discussion/Analysis

The 2019 CFC is Part 9 of the official triennial compilation and publication of the adoptions, amendments and repeal of administrative regulations to California Code of Regulations (CCR), Title 24, also referred to as California Building Standards Code (CBSC). This Part is known as the CFC and incorporates, by adoption, the 2018 edition of the International Fire Code (IFC) of the International Code Council (ICC) with the California Amendments. As of January 1, 2020, the CFC, 2019 edition, will be the standard adopted by the State of California. This code book meets the needs of the City of South Pasadena except in the areas where the International Wildland-Urban Interface Code Book, and the SPMC are required to make the laws more stringent and better serve our community based on the City's climate, geographical, and topographical needs.

A City, and/or County may establish more restrictive building standards reasonably necessary because of local climatic, geological, or topographical conditions. Findings of the local condition(s) and the adopted local buildings standard(s) must be filed with the California Building Standards Commission to become effective and may not be effective sooner than the effective date of this edition of CBSC. Local building standards that were adopted and applicable to previous editions of the CBSC do not apply to this edition without appropriate adoption and required filing.

The CBSC is published in its entirety every three years by order of the California Legislature, with supplements published in intervening years. The California Legislature delegated authority to various state agencies, boards, commissions and departments to create buildings regulations to implement the state's statutes. These building regulations or standards, have the same force of law, and take effect 180 days after their publication unless otherwise stipulated. The CBSC applies to occupancies in the State of California as annotated.

As identified in the very beginning of this section, two identical Ordinances are being brought before the City Council for 1st Reading. The Ordinances are identical in content. One Ordinance

is by 'Urgency' and is to take effect January 15, 2020. The Urgency Ordinance requires a four-fifths vote by the Council. The non-Urgency Ordinance will take effect 30 days after 2nd reading and adoption of the non-Urgency Ordinance. Because the need for an Urgency Ordinance can always be challenged, a non-Urgency Ordinance is also appearing before the Council. If the Urgency Ordinance were deemed invalid for any reason after January 15th, 2020, the non-Urgency Ordinance would still be in place (and will become effective 30 days after 2nd reading and adoption by the Council). This adoption approach insures that the City is able to enforce the most current codes without any interruption.

Background

The City is a densely populated municipality located in the County of Los Angeles. It is subject to long periods of hot, dry, and windy conditions. These conditions increase the chance of a fire occurring and predispose the City to large destructive fires. These climatic conditions and winds can also contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire prevention and protection.

The City's is also in close proximity to major fault lines and there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion.

In addition, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. These unique topographical layout also directly affect the City's water distribution system. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure can cause major problems to development, as well as fire suppression operations.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

There is no fiscal impact associated with the adoption of the CFC, 2019 edition.

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 City Ordinance to adopt by reference and amend the 2019 California Fire Code

2. Proposed City Urgency Ordinance to adopt by reference and amend the 2019 California Fire Code

3. Exhibit B: Express Findings as Required

Due to the size of the 2019 California Fire Code, one copy has been filed with the City Clerk for review. The document can also be viewed at the following link:

California Codes can be viewed at <https://www.dgs.ca.gov/BSC/Codes>

ATTACHMENT 1
Ordinance to adopt by reference and amend the 2019
California Fire Code Code

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 14 (FIRE PREVENTION) THEROF ADOPTING BY REFERENCE THE 2019 CALIFORNIA CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, the 2019 California Fire Code, has been published by the International Code Council (2018 International Fire Code), and the California Building Standards Commission; and

WHEREAS, the City may amend the provisions of the California Code of Regulations Title 24 provided express findings for each amendment, addition or deletion is made based upon climatic, topographical, or geological conditions; and

WHEREAS, the City shall file the amendments, additions, or deletions with California Building Standards Commission; and

WHEREAS, the City is located in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

WHEREAS, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines; there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

WHEREAS, the water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of City. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure causes major problems to development, as well as fire suppression operations. The southwest quadrant of South Pasadena has been designated as a High Fire Hazard Area as provided by state law; and

WHEREAS, the findings supporting the necessity for the amendments to building standards herein are contained in Exhibit B to this ordinance in accordance with California Health and Safety Code Section 18941.5, and are incorporated by reference Herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code, and amending the South Pasadena Municipal Code, are exempt from the provisions of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance.

SECTION 2. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 3. This ordinance shall take effect on January 15, 2020, 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, shall cause the same to be published in a newspaper in the manner required by law, and shall cause the same to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

CHAPTER 14
FIRE PREVENTION

- 14.1 HIGH FIRE RISK AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES**
- 14.2 FIREWORKS-PROHIBITED**
- 14.3 FIRECODE ADOPTED – WHERE FILED**
- 14.4 FIRE CODE – MODIFIED**
- 14.5 EFFECT OF ADOPTION**
- 14.6 PENALTY, VIOLATIONS**

14.1 HIGH RISK FIRE AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES.

14.1.1 High Risk Fire Area: High Risk Fire Area is defined as those properties located South of Monterey Road and West of Meridian Avenue.

14.1.2 Special provisions related to roof types. Except as permitted below, roof covering assemblies shall be Class A.

The following exceptions shall only apply to structures not located within the High Risk Fire Area as defined in section **14.1.1**:

Exceptions:

1. Replacements, within any 12-month period of time that are not more than twenty-five percent (25%) of the total roof area of any individual structure shall be not less than Class C;
2. Replacements, within any 12-month period of time that are not more than fifty percent (50%) of the total roof area of any individual structure shall be not less than Class B;
3. Entirely noncombustible roof assemblies of masonry or concrete construction;
4. Clay or concrete roof tile installed on an entirely noncombustible substructure;
5. Roof assemblies of ferrous or copper shingles or sheets installed on an entirely noncombustible substructure;
6. Where the Fire Chief makes a written finding that a less fire resistive roof covering is permissible based on existing conditions;

In no case shall any roof covering be less fire resistive than required by Chapter 15 of the current South Pasadena Building Code or Chapter 9 of the current South Pasadena Residential Code.

14.2 FIREWORKS- PROHIBITED

The manufacturing, possession, storage, sale, use and handling of all fireworks, including without limitation, “Safe and Sane” fireworks, is prohibited.

Exception: Fire Official is authorized to permit special events pyrotechnics with Fire Department supervision when the event permitted by the City.

14.3 FIRECODE ADOPTED – WHERE FILED

Chapters 1 through 80 and Section 503 of the Chapter 5 and Appendices Chapter 4, B, BB, C, CC,D, H, I, K, N of 2019 California Fire Code, Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission are hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South Pasadena Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 14.4 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 24 Part 9 of the California Code of Regulations together with any and all amendments thereto proposed by the City of South Pasadena, has been and is now filed in the office of the Fire Chief and shall be remain on file with the Fire Chief, shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14 of the South Pasadena Municipal Code.

14.4 FIRE CODE – MODIFIED

Chapters 1, 6 and 9 of Title 24, Part 9 of the California Code of Regulations (2019 California Fire Code) adopted by reference as the Fire Code of the City of South Pasadena are hereby amended, deleted or added as follow:

1. Section 101.1 is amended in its entirety to read:

101.1 Title. These regulations adopted by reference and amended as in Section 14.3 and 14.4 shall be known as the Fire Code of City of South Pasadena, hereinafter referred to as “this code.”

2. Section 104.6 is deleted in its entirety.

3. Section 105.2.3 is amended in its entirety to read:

105.2.3 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of

filing, unless such application has been diligently prosecuted or a permit shall have been issued.

4. Section 105.2.4 is amended in its entirety to read:

105.2.4 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant. The time for action by the applicant shall not be extended beyond the effective date of a more current Code.

5. Section 105.3.1 is amended in its entirety to read:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained. Supplementary permit(s) shall not expire so long as the associated building permit remains active.

6. Section 105.3.2 is deleted in its entirety.

7. Section 105.4.6 is deleted in its entirety.

8. Section 105.6.14 is deleted in its entirety.

9. Section 105.7.21 is deleted in its entirety.

10. Section 106.1 is amended in its entirety to read:

106.1 Fees. Plan review fees and permit fees shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors the part of the applicant. Permit fees shall be paid at the time of permit issuance.

11. A new section 109.4 added to read:

109.4 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal

determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

12. A new section 109.5 added to read:

109.5 Any aggrieved party may appeal any of the following decisions of the fire code official no later than 60 calendar days from the date of action being appealed:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this code do not apply.
3. Interpretation of this code.
4. Determination of suitability of alternate materials or types of construction or methods.

13. Section 110.4 is amended in its entirety to read:

110.4. **Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

14. Section 112.4 is amended in its entirety to read:

112.4 **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to a fine of not less than five hundred (\$500.00) dollars or more than one thousand (\$1,000.00) dollars.

15. A new section 114 added to read:

114 **Definitions.** In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine and the feminine the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

16. Section 603.8.2 is amended in its entirety to read:

603.8.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.

17. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

18. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read:

The fire area exceeds 2,250 square feet

19. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

20. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

21. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read:

Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

22. Section 903.2.4 Group F-1, Item number 1 is amended in its entirety to read:

A Group F-1 fire area exceeds 6,000 square feet.

23. Section 903.2.4 Group F-1, Item number 3 is amended in its entirety to read:

The combined area of all Group F-1 fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

24. Section 903.2.7 Group M, Item number 1 is amended in its entirety to read:

Group M fire area exceeds 6,000 square feet.

25. Section 903.2.7 Group M, Item number 3 is amended in its entirety to read:

The combined area of all Group M fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

26. Section 903.2.8 Group R, Exception, Numbers 1 through 4 are deleted.

27. Section 903.2.9 Group S-1, Item number 1 is amended in its entirety to read:

A Group S-1 fire area exceeds 6,000 square feet.

28. Section 903.2.9 Group S-1, Item number 3 is amended in its entirety to read:

The combined area of all Group S-1 fire areas on all floors including any mezzanines exceeds 12,000 square feet.

29. Section 903.2.9.1 Repair Garages, Item number 1 is amended in its entirety to read:

Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

30. Section 903.2.9.1 Repair Garages, Item number 2 is amended in its entirety to read:

Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

31. A new section 903.2.11.7 added to read:

Buildings three or more stories in height. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, three or more stories in height above grade plane.

Exceptions:

1. Open parking structures.

32. A new section 903.2.11.8 added to read:

Structures exceeding 6,000 square feet in fire area. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

33. A new section 903.2.11.9 added to read:

Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1. An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
2. Any addition to an existing building which has fire sprinklers installed.
3. Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
4. Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.

5. An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

34. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.

14.5 EFFECT OF ADOPTION

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this code.
2. Prosecution for ordinance violations committed before the effective date of this code.
3. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

14.6 PENALTY; VIOLATIONS

1. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein.
2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.
3. Enforcement by civil action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

PASSED, APPROVED, AND ADOPTED 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

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT “B”**EXPRESS FINDINGS AS REQUIRED 1.1.8**

CODE SECTION	CONDITION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2 Spark Arrestor	CLIMATIC	Due to City’s densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of fire occurring
Section 903.2.1.1 Group A-1 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.2 Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.3 Group A-3 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.4 Group A-4 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers

		will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.3 Group E Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
Section 903.2.8 Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.7	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.8	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.9	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 907.2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. alarm system in place may decrease the time of response before a small fire reaches the flashover temperature which causes loss of life and property damage.

ATTACHMENT 2

Urgency Ordinance to adopt by reference and amend
the 2019 California Fire Code

URGENCY ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 14 (FIRE PREVENTION) THEROF ADOPTING BY REFERENCE THE 2019 CALIFORNIA CODE WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO

WHEREAS, the 2019 California Fire Code, has been published by the International Code Council (2018 International Fire Code), and the California Building Standards Commission; and

WHEREAS, the City may amend the provisions of the California Code of Regulations Title 24 provided express findings for each amendment, addition or deletion is made based upon climatic, topographical, or geological conditions; and

WHEREAS, the City shall file the amendments, additions, or deletions with California Building Standards Commission; and

WHEREAS, the City is located in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

WHEREAS, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces. Due to the City's close proximity to major fault lines; there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

WHEREAS, the water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of City. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure causes major problems to development, as well as fire suppression operations. The southwest quadrant of South Pasadena has been designated as a High Fire Hazard Area as provided by state law; and

WHEREAS, the findings supporting the necessity for the amendments to building standards herein are contained in Exhibit B to this ordinance in accordance with California Health and Safety Code Section 18941.5, and are incorporated by reference Herein; and

WHEREAS, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code, and amending the South Pasadena Municipal Code, are exempt from the provisions of the California Environmental Quality Act.

WHEREAS, Unless the City Council adopts an urgency ordinance to become effective on January 15, 2020, the 2016 California Building, Electrical, Plumbing, Mechanical, Residential, Existing Building and Fire Codes without amendments necessary to preserve the public peace, health, safety and welfare of the City of South Pasadena will go into effect until the amendment to the code can become legally effective through the standard process of Code adoption. This will result in a gap in the implementation of the more stringent Code regulations necessary for the City of South Pasadena due to its unique climatic, geological and topographical characteristics. The City Council hereby finds that such a gap in the implementation of said more stringent Code regulations will result in an immediate threat to the public health, safety and welfare of the City of South Pasadena.

WHEREAS, the City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council adopts the foregoing urgency findings.

SECTION 2. The City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance.

SECTION 3. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections,

subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 4. This ordinance shall take effect on January 15, 2020, 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, shall cause the same to be published in a newspaper in the manner required by law, and shall cause the same to be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

CHAPTER 14
FIRE PREVENTION

- 14.1 HIGH FIRE RISK AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES**
- 14.2 FIREWORKS-PROHIBITED**
- 14.3 FIRECODE ADOPTED – WHERE FILED**
- 14.4 FIRE CODE – MODIFIED**
- 14.5 EFFECT OF ADOPTION**
- 14.6 PENALTY, VIOLATIONS**

14.1 HIGH RISK FIRE AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES.

14.1.1 High Risk Fire Area: High Risk Fire Area is defined as those properties located South of Monterey Road and West of Meridian Avenue.

14.1.2 Special provisions related to roof types. Except as permitted below, roof covering assemblies shall be Class A.

The following exceptions shall only apply to structures not located within the High Risk Fire Area as defined in section **14.1.1**:

Exceptions:

1. Replacements, within any 12-month period of time that are not more than twenty-five percent (25%) of the total roof area of any individual structure shall be not less than Class C;
2. Replacements, within any 12-month period of time that are not more than fifty percent (50%) of the total roof area of any individual structure shall be not less than Class B;
3. Entirely noncombustible roof assemblies of masonry or concrete construction;
4. Clay or concrete roof tile installed on an entirely noncombustible substructure;
5. Roof assemblies of ferrous or copper shingles or sheets installed on an entirely noncombustible substructure;
6. Where the Fire Chief makes a written finding that a less fire resistive roof covering is permissible based on existing conditions;

In no case shall any roof covering be less fire resistive than required by Chapter 15 of the current South Pasadena Building Code or Chapter 9 of the current South Pasadena Residential Code.

14.2 FIREWORKS- PROHIBITED

The manufacturing, possession, storage, sale, use and handling of all fireworks, including without limitation, “Safe and Sane” fireworks, is prohibited.

Exception: Fire Official is authorized to permit special events pyrotechnics with Fire Department supervision when the event permitted by the City.

14.3 FIRECODE ADOPTED – WHERE FILED

Chapters 1 through 80 and Section 503 of the Chapter 5 and Appendices Chapter 4, B, BB, C, CC,D, H, I, K, N of 2019 California Fire Code, Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission are hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the South Pasadena Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 14.4 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 24 Part 9 of the California Code of Regulations together with any and all amendments thereto proposed by the City of South Pasadena, has been and is now filed in the office of the Fire Chief and shall be remain on file with the Fire Chief, shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14 of the South Pasadena Municipal Code.

14.4 FIRE CODE – MODIFIED

Chapters 1, 6 and 9 of Title 24, Part 9 of the California Code of Regulations (2019 California Fire Code) adopted by reference as the Fire Code of the City of South Pasadena are hereby amended, deleted or added as follow:

1. Section 101.1 is amended in its entirety to read:

101.1 Title. These regulations adopted by reference and amended as in Section 14.3 and 14.4 shall be known as the Fire Code of City of South Pasadena, hereinafter referred to as “this code.”

2. Section 104.6 is deleted in its entirety.

3. Section 105.2.3 is amended in its entirety to read:

105.2.3 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of

filing, unless such application has been diligently prosecuted or a permit shall have been issued.

4. Section 105.2.4 is amended in its entirety to read:

105.2.4 Action on application. When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant. The time for action by the applicant shall not be extended beyond the effective date of a more current Code.

5. Section 105.3.1 is amended in its entirety to read:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained. Supplementary permit(s) shall not expire so long as the associated building permit remains active.

6. Section 105.3.2 is deleted in its entirety.

7. Section 105.4.6 is deleted in its entirety.

8. Section 105.6.14 is deleted in its entirety.

9. Section 105.7.21 is deleted in its entirety.

10. Section 106.1 is amended in its entirety to read:

106.1 Fees. Plan review fees and permit fees shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors the part of the applicant. Permit fees shall be paid at the time of permit issuance.

11. A new section 109.4 added to read:

109.4 Board of Appeals Fees. A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal

determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

12. A new section 109.5 added to read:

109.5 Any aggrieved party may appeal any of the following decisions of the fire code official no later than 60 calendar days from the date of action being appealed:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this code do not apply.
3. Interpretation of this code.
4. Determination of suitability of alternate materials or types of construction or methods.

13. Section 110.4 is amended in its entirety to read:

110.4. **Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

14. Section 112.4 is amended in its entirety to read:

112.4 **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to a fine of not less than five hundred (\$500.00) dollars or more than one thousand (\$1,000.00) dollars.

15. A new section 114 added to read:

114 **Definitions.** In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine and the feminine the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BUILDING CODE shall mean the City of South Pasadena Building Code.

ELECTRICAL CODE shall mean the City of South Pasadena Electrical Code.

FIRE CHIEF shall mean the Chief Officer of the City of South Pasadena Fire Department.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

FIRE CODE OFFICIAL shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

MECHANICAL CODE shall mean the City of South Pasadena Mechanical Code.

PLUMBING CODE shall mean the City of South Pasadena Plumbing Code.

RESIDENTIAL CODE shall mean the City of South Pasadena Residential Code.

16. Section 603.8.2 is amended in its entirety to read:

603.8.2 Spark Arrestor. Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.

17. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

18. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read:

The fire area exceeds 2,250 square feet

19. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

20. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read:

The fire area exceeds 6,000 square feet

21. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read:

Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

22. Section 903.2.4 Group F-1, Item number 1 is amended in its entirety to read:

A Group F-1 fire area exceeds 6,000 square feet.

23. Section 903.2.4 Group F-1, Item number 3 is amended in its entirety to read:

The combined area of all Group F-1 fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

24. Section 903.2.7 Group M, Item number 1 is amended in its entirety to read:

Group M fire area exceeds 6,000 square feet.

25. Section 903.2.7 Group M, Item number 3 is amended in its entirety to read:

The combined area of all Group M fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

26. Section 903.2.8 Group R, Exception, Numbers 1 through 4 are deleted.

27. Section 903.2.9 Group S-1, Item number 1 is amended in its entirety to read:

A Group S-1 fire area exceeds 6,000 square feet.

28. Section 903.2.9 Group S-1, Item number 3 is amended in its entirety to read:

The combined area of all Group S-1 fire areas on all floors including any mezzanines exceeds 12,000 square feet.

29. Section 903.2.9.1 Repair Garages, Item number 1 is amended in its entirety to read:

Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

30. Section 903.2.9.1 Repair Garages, Item number 2 is amended in its entirety to read:

Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

31. A new section 903.2.11.7 added to read:

Buildings three or more stories in height. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, three or more stories in height above grade plane.

Exceptions:

1. Open parking structures.

32. A new section 903.2.11.8 added to read:

Structures exceeding 6,000 square feet in fire area. Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

33. A new section 903.2.11.9 added to read:

Additions and alterations. All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1. An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;
2. Any addition to an existing building which has fire sprinklers installed.
3. Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.
4. Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.

5. An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

34. Section 907.2 is amended in its entirety to read:

907.2 Where required—new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency

Exceptions:

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.

14.5 EFFECT OF ADOPTION

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this code.
2. Prosecution for ordinance violations committed before the effective date of this code.
3. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

14.6 PENALTY; VIOLATIONS

1. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each such section as set forth herein.
2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.
3. Enforcement by civil action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

PASSED, APPROVED, AND ADOPTED this 15th day of January, 2020.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT “B”**EXPRESS FINDINGS AS REQUIRED 1.1.8**

CODE SECTION	CONDITION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2 Spark Arrestor	CLIMATIC	Due to City’s densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of fire occurring
Section 903.2.1.1 Group A-1 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.2 Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.3 Group A-3 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.4 Group A-4 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers

		will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.3 Group E Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
Section 903.2.8 Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.7	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.8	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.9	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 907.2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. alarm system in place may decrease the time of response before a small fire reaches the flashover temperature which causes loss of life and property damage.

ATTACHMENT 3

Exhibit B: Express Findings as Required

Due to the size of the 2019 California Fire Code, one copy has been filed with the City Clerk for review.

California Codes can be viewed at <https://www.dgs.ca.gov/BSC/Codes>

EXHIBIT “B”**EXPRESS FINDINGS AS REQUIRED 1.1.8**

CODE SECTION	CONDITION	EXPRESS FINDINGS
Chapter I Division II	ADMINISTRATIVE	N/A
603.8.2 Spark Arrestor	CLIMATIC	Due to City’s densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of fire occurring
Section 903.2.1.1 Group A-1 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.2 Group A-2 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.3 Group A-3 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.1.4 Group A-4 Item No. 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers

		will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.3 Group E Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.4 Group F-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.7 Group M Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
Section 903.2.8 Group R. Exception Numbers 1 through 4	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9 Group S-1 Item number 3	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 1	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 903.2.9.1 Repair Garages Item number 2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached

		the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.7	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.8	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
A new section 903.2.11.9	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.
Section 907.2	CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL	The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. alarm system in place may decrease the time of response before a small fire reaches the flashover temperature which causes loss of life and property damage.