



**CITY OF SOUTH PASADENA
CITY COUNCIL**

A G E N D A

**REGULAR MEETING
CLOSED SESSION**

**WEDNESDAY, October 20, 2021
6:00 P.M.**

**City Manager's Conference Room, Second Floor, City Hall
1414 Mission Street, South Pasadena, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Governor Newsom's Executive Order N-08-21, the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena Special City Council Meeting Closed Session for **OCTOBER 6, 2021** will be conducted in-person from the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena.

Public comment regarding items on the Closed Session agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the Council can convene closed session discussion of items allowed under the Government Code. Any reportable action taken in closed session will be reported by the City Attorney during the next open session meeting. A separate Zoom webinar link will be provided for open session for the public to attend.

The Meeting will be available

- In Person Hybrid – City Hall, City Manager's Conference Room, Second Floor, 1414 Mission St
- Via Zoom –ID: **226 442 7248**
<https://us06web.zoom.us/j/2264427248?pwd=bVVLazRXZVR1L2pUREkrZENVL0xyUT09>

Public Comments participation may be made as follows:

- Written Comment submitted by no later than meeting day, 12:00 PM, deadline via the website.
- In Person Hybrid – City Council Chambers, 1424 Mission Street.
- Via Zoom (see Public Comment Section below for instructions.)

To maximize public safety while still maintaining transparency and public access, members of the public can observe the public portion of the meeting via Zoom in one of the three methods below.

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/88402780177?pwd=M3FuR2NFRVhack1odlNWVIlzQ1V4UT09>; or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:

<https://zoom.us/u/aiXV0TAW2>

PUBLIC COMMENT

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Mayor Diana Mahmud
Mayor Pro Tem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth
Councilmember Evelyn G. Zneimer

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. *Smith v. City of South Pasadena* (LASC Case No.19BBCV00118)

CERTIFICATION OF POSTING

This amended agenda was duly posted for the meeting to be held on October 20, 2021, 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, on the date listed below.

This agenda was properly posted on October 14, 2021, and the signed certification of posting is on file in the City Clerk's Division.



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, OCTOBER 20, 2021 AT 7:00 P.M.**

**CITY COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to AB 361 Government Code section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena City Council Meeting for **October 20, 2021** will be conducted in-person from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

Please be advised that pursuant to government code, and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will be open to the public for the meeting and members of the public may attend and/or participate in the in-person meeting, all are kindly reminded to follow Los Angeles County Public Health and CDC regulations and guidelines that are in place and may be posted. The In-person Hybrid meeting will be conducted live in the City Council Chambers.

The Meeting will be available

- In Person Hybrid – City Council Chambers, 1424 Mission Street
- Live Broadcast via the website –
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting via Zoom in one of the three methods below.

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

For additional Zoom assistance with telephone audio, you may find your local number at:

<https://zoom.us/u/aiXV0TAW2>

CALL TO ORDER:	Mayor	Diana Mahmud
ROLL CALL:	Mayor	Diana Mahmud
	Mayor Pro Tem	Michael Cacciotti
	Councilmember	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Evelyn G. Zneimer
PLEDGE OF ALLEGIANCE:	Councilmember	Jack Donovan

CLOSED SESSION ANNOUNCEMENTS

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

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may participate **by means of one of the following options:**

Option 1:

Participate in-person at the City Council Chambers.

Option 2:

Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak for up to 3 minutes per item. *(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair’s discretion, subject to the approval of the majority of the City Council, to limit public comment(s) to less than 3 minutes on any given agenda item).*

Option 3:

Email public comment(s) to ccpubliccomment@southpasadenaca.gov.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the Council meeting.

NOTE: 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.

PUBLIC COMMENT

- 2. PUBLIC COMMENT – GENERAL**

PRESENTATIONS – NONE**COMMUNICATIONS****3. COUNCILMEMBERS COMMUNICATIONS**

Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

4. CITY MANAGER COMMUNICATIONS**5. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

6. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$158,380.44; GENERAL CITY WARRANTS IN THE AMOUNT OF \$322,251.33; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$1,736,682.60; TRANSFERS IN THE AMOUNT OF \$3,004,500.00; VOIDS IN THE AMOUNT OF (\$1,443.16); PAYROLL IN THE AMOUNT OF \$589,666.03.**Recommendation**

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

7. DISPOSAL OF SURPLUS PROPERTY.**Recommendation**

It is recommended that the City Council approve the request to dispose of the attached surplus property as recommended by the South Pasadena Police and Fire Departments.

8. QUARTERLY BUDGET UPDATE.**Recommendation**

It is recommended that the City Council receive and file the Quarterly Budget Update for the first quarter of fiscal year 2021-2022.

9. ADOPTION OF A RESOLUTION APPROVING THE CITY OF SOUTH PASADENA INVESTMENT POLICY FOR FISCAL YEAR 2021-22.**Recommendation**

It is recommended that the City Council adopt a resolution approving the Fiscal Year (FY) 2021-22 Investment Policy.

CONSENT CALENDAR – CONTINUED**10. MONTHLY INVESTMENT REPORT FOR AUGUST 2021.****Recommendation**

It is recommended that the City Council receive and file the Monthly Investment Report for August 2021.

11. REORGANIZATION OF THE CITY MANAGER'S DEPARTMENT AND CREATION OF A NEW MANAGEMENT SERVICES DEPARTMENT AND ADJUSTMENT TO FIRE CHIEF SALARY RANGE.**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA REORGANIZING THE MANAGEMENT SERVICES DEPARTMENT TO CREATE A CITY MANAGER'S DEPARTMENT AND A MANAGEMENT SERVICES DEPARTMENT, ESTABLISH A NEW DEPUTY CITY MANAGER AND MANAGEMENT SERVICES DIRECTOR POSITION, AND ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES, AND ADJUSTING THE FIRE CHIEF'S SALARY RANGE

Recommendation

It is recommended that the City Council consider the following actions:

1. Approve the Reorganization of the City Manager's Department, establishing a new Deputy City Manager position; and
2. Approve the creation of a new Management Services Department and a new Management Services Director position and adjust the Fire Chief's salary range.
3. Appropriate \$85,716 to City Manager Department / Salaries – Permanent Account 101-2010-2011-7000-000 to cover the cost of the new Deputy City Manager.
4. Appropriate \$82,116 to Management Services Department / Salaries – Permanent Account 101-2030-2031-7000-000 to cover the cost of the new Management Services Director.
5. Appropriate \$10,530 to Fire Department/Salaries – Permanent Account 101-5010-5011-7000-000 to cover the cost of the increase the salary range for the Fire Chief.

12. AUTHORIZE STAFF TO ACCEPT FUNDING FROM THE 2020 URBAN AREA SECURITY INITIATIVE GRANT FUNDS IN THE AMOUNT OF \$62,680 FOR MOBILE DATA COMPUTERS.**Recommendation**

It is recommended that the City Council:

CONSENT CALENDAR – CONTINUED

1. Authorize the City Manager or designee to accept a grant award of \$62,680 from the 2020 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036-000.
 2. Authorize the City Manager or designee to execute the UASI 2020 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals.
 3. Appropriate \$62,680 to account 274-4010-4019-8520-000 for portion of the Mobile Data Computers (MDCs).
 4. Appropriate an additional \$4,000 to the Machinery & Equipment account 101-4010-4011-8520-000 for the remaining portion of the Mobile Data Computers from the General Fund Reserves.
- 13. AUTHORIZE THE CITY MANAGER TO EXECUTE THE REVISED AGREEMENT WITH ALTA PLANNING + DESIGN, INC. FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$225,000 FOR THE SLOW STREETS PROGRAM.**

Recommendation

Authorize the City Manager to Execute the Revised Agreement with Alta Planning + Design, Inc. for a Not-to-Exceed Contract Amount of \$225,000 for the Slow Streets Program

- 14. AUTHORIZE THE FOURTH CONTRACT AMENDMENT WITH WEST COAST ARBORIST INC. FOR FY 2021-22 URBAN FORESTRY SERVICES IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$465,000.**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the fourth contract amendment with West Coast Arborists Inc. (WCA), in an amount not to exceed \$465,000, for FY 2021-22 urban forestry services.

PUBLIC HEARING

- 15. RESOLUTION ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN (UWMP) AND WATER SHORTAGE CONTINGENCY PLAN (WSCP).**

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE 2020 URBAN WATER MANGMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

Recommendation

It is recommended that the City Council:

1. Open a Public Hearing for the adoption of the 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).
2. Adopt a resolution adopting the 2020 UWMP and WSCP.

ACTION / DISCUSSION – NONE**INFORMATION REPORTS – NONE****ADJOURNMENT – NONE****FOR YOUR INFORMATION****FUTURE CITY COUNCIL MEETINGS**

November 03, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
November 17, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>.

Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk's Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **October 20, 2021**, 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, on the date listed below.*

10/14/2021

Christina Muñoz

Date

Christina Muñoz, Interim Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AK*

PREPARED BY: Kenneth L. Louie, Interim Finance Director *KL*

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$158,380.44; General City Warrants in the Amount of \$322,251.33; Supplemental ACH Payments in the Amount of \$1,736,682.60; Transfers in the Amount of \$3,004,500.00; Voids in the Amount of (\$1,443.16); Payroll in the Amount of \$589,666.03.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 313270-313287	\$	115,011.07
ACH	\$	43,369.37
Voids	\$	0

General City Warrants:

Warrant # 313288-313341	\$	172,481.67
ACH	\$	129,385.98
Voids	\$	(1,443.16)

Payroll Period Ending 09/26/2021 \$ 580,954.74

Payroll Period Ending 09/27/2021 \$ 8,711.29

Wire Transfers Out – To (LAIF) \$ 0

Wire Transfers In – From (LAIF) \$ 3,000,000.00

Wire Transfers (RSA) \$ 0

Wire Transfers Out – To (Acct # 2413) \$ 4,500.00

Wire Transfers Out – To (Acct # 1936) \$ 0

Supplemental ACH Payment \$ 1,736,682.60

RSA:

Prepaid Warrants \$ 0

General City Warrants \$ 20,383.68

Total \$ 5,810,037.24

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. Supplemental ACH Payments
5. Voids
6. Payroll

ATTACHMENT 1
Warrant Summary

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

Date 10.20.2021

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	146,101.32	213,349.84
Insurance Fund	103	-	6,573.83
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	16,500.00
Programs and Projects	107	-	3,331.63
Local Transit Return "A"	205	-	160.00
Local Transit Return "C"	207	103.36	718.85
TEA/Metro	208	-	-
Sewer Fund	210	61.76	348.08
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	209.12
Public,Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	2,582.00
County Park Bond Fund	232	-	4,944.29
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	11,224.77	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	889.23	36,698.70
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	-	16,451.31
			-
Column Totals:		158,380.44	301,867.65

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
RSA	227	-	20,383.68
RSA Report Totals:		-	20,383.68
City Report Totals:			480,631.77

Payroll Period Ending 09/26/2021	580,954.74
Payroll Period Ending 09/27/2021	8,711.29
Wire Transfer Out - To LAIF	
Wire Transfer In - From LAIF	3,000,000.00
Wire Transfer - RSA	
Wire Transfer Out - To Acct. # 2413	4,500.00
Wire Transfer Out - To Acct. # 1936	
Supplemental ACH Payments	1,736,682.60
Voids - Prepaid	
Voids - General Warrant	(1,443.16)

Grand Report Total: 5,810,037.24

Diana Mahmud, Mayor

Kenneth L. Louie, Interim Finance Director

City Clerk

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: EAlvarez
 Printed: 10/11/2021 4:56 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ADPLC818 587745400 589895647	ADP, LLC ADP Payroll Services: 07/25/2021-08/12/2021 ADP Payroll Services: 08/25/2021-09/12/2021	10/07/2021	10,339.31 10,296.71
Total for this ACH Check for Vendor ADPLC818:				20,636.02
ACH	COBR7131 134654 October 2021	The Advantage Group HRA - September Admin Fee HRA - October 2021 Premium Reimbursement	10/07/2021	318.00 16,878.68
Total for this ACH Check for Vendor COBR7131:				17,196.68
ACH	CRDA1021 RS4699870 RS4708339 RS4716838 RS4725361 RS4733910	Corodata Records Management Records Management: 05/01/2021-05/31/2021 Records Management: 06/01/2021-06/30/2021 Records Management: 07/01/2021-07/31/2021 Records Management: 08/01/2021-08/31/2021 Records Management: 09/01/2021-09/30/2021	10/07/2021	427.19 387.83 378.89 378.89 366.67
Total for this ACH Check for Vendor CRDA1021:				1,939.47
ACH	DIG0800 42316 42470 42615 42846	Digital Telecommunications Corp IT Phones (September 2021) Phone Extension Swap: Extensions 225 & 229 IT Phones (October 2021) New Phone Extension Setup: Extension 262	10/07/2021	955.00 195.00 955.00 538.20
Total for this ACH Check for Vendor DIG0800:				2,643.20
ACH	SPBK TM INV-004407	Springbrook Holding Company LLC PO/AP Workflows Setup (08/02/2021-08/29/2021)	10/07/2021	954.00
Total for this ACH Check for Vendor SPBK:				954.00
313270	AT&T5006 130464796	AT&T Account # 130464796 (08/18/21-09/17/21)	10/07/2021	180.48
Total for Check Number 313270:				180.48
313271	AT&T5011 331 841-0756 331 841-0802 626 405-0051 626 441-6497	AT&T Account # 331 841-0756 343 2 (09/07/21-10/06/21) Account # 331 841-0802 343 6 (09/07/21-10/06/21) Account # 626 405-0051 017 5 (09/11/21-10/10/21) Account # 331 441-6497 357 0 (09/13/21-10/12/21)	10/07/2021	33.76 33.34 1,994.50 770.37
Total for Check Number 313271:				2,831.97
313272	ATCN9011 000016950002 000016950383 000017074945	AT&T Account # 9391036943 (07/27/21-08/26/21) Account # CLAPDSOPAS (07/27/21-08/26/21) Account # 9391062308 (08/20/21-09/19/21)	10/07/2021	999.22 640.94 13,438.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 313272:				15,079.00
313273	ATT58010	AT&T	10/07/2021	
	0206606590001	Account 020 660 6590 001 (08/25/2021) REF # 626 799 4617		77.63
	0519345428001	Account 051 934 5428 001 (09/09/2021) REF # 626 799 2095		59.36
	0519345428001	Account 051 934 5428 001 (08/09/2021) REF # 626 799 2095		238.88
	0519345429001	Account 051 934 5429 001 (08/09/2021) REF # 626 799 2452		179.60
	0519345429001	Account 051 934 5429 001 (09/09/2021) REF # 626 799 2452		44.63
	0519345430001	Account 051 934 5430 001 (08/09/2021) REF # 626 799 2841		179.60
	0519345430001	Account 051 934 5430 001 (09/09/2021) REF # 626 799 2841		44.63
	0519345431001	Account 051 934 5431 001 (08/09/2021) REF # 626 799 2856		179.60
	0519345431001	Account 051 934 5431 001 (09/09/2021) REF # 626 799 2856		44.63
	0519345432001	Account 051 934 5432 001 (08/09/2021) REF # 626 799 2870		224.23
	0519345433001	Account 051 934 5433 001 (09/09/2021) REF # 626 799 3075		208.63
	0519345434001	Account 051 934 5434 001 (09/09/2021) REF # 626 799 4047		238.16
Total for Check Number 313273:				1,719.58
313274	CIN4011	AT&T Mobility	10/07/2021	
	287014917916x09	Account # 287014917916 (08/09/21-09/08/21)		671.21
	287269956155x09	Account # 287269956155 (09/07/21-10/06/21)		674.81
	287288006612x08	Account # 287288006612 (07/03/21-08/02/21)		472.17
	287288006612x08	Account # 287288006612 (07/03/21-08/02/21)		61.76
	287288006612x08	Account # 287288006612 (07/03/21-08/02/21)		236.47
	287288006612x08	Account # 287288006612 (07/03/21-08/02/21)		200.28
	287297984615x09	Account # 287297984615 (08/03/21-09/02/21)		178.96
	287299554301x08	Account # 287299554301 (07/20/21-08/19/21)		45.47
	287299554301x09	Account # 287299554301 (08/20/21-09/19/21)		45.30
Total for Check Number 313274:				2,586.43
313275	CBSE6010	Cell Business Equipment	10/07/2021	
	73796096	PW Copier (09/01/21-09/30/21)		285.67
Total for Check Number 313275:				285.67
313276	GOV1249	Government Finance Officers Association	10/07/2021	
	2123001	GFOA Membership ID: 300242192 (11/01/2021-		225.00
	2142192	GP GAAFR Plus (03/01/2021-02/28/2022)		65.00
Total for Check Number 313276:				290.00
313277	LCCS8060	League of California Cities	10/07/2021	
	3987	LA County Division Fees 07/01/21-06/30/22		1,212.75
Total for Check Number 313277:				1,212.75
313278	CLADPW	Los Angeles County Public Works	10/07/2021	
	SA210000195	Catch Basin Maint. Services (07/01/2019-06/30/2020)		11,224.77
Total for Check Number 313278:				11,224.77
313279	PayPlus	PayPlus Solutions Insight E-Tools	10/07/2021	
	26988	Monthly Conversion of ADP Report to xml Form		217.00
Total for Check Number 313279:				217.00
313280	SCAT6710	Scott's Automotive	10/07/2021	
	15181	Battery for P&B Dept. Prius		304.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313280:	304.16
313281	SOU5132	South Coast A.Q.M.D	10/07/2021	
	3847602	Air Quality Management District Emission Fees		130.11
	3847607	Air Quality Management District Emission Fees		130.11
	3847692	Air Quality Management District Emission Fees		440.15
	3849086	Air Quality Management District Emission Fees		149.72
	3849107	Air Quality Management District Emission Fees		142.59
	3849351	Air Quality Management District Emission Fees		142.59
			Total for Check Number 313281:	1,135.27
313282	SCRR4010	Superior Court of California, County of LA	10/07/2021	
	April 2021	Parking Revenue Distribution: April 2021		5,909.50
	August 2021	Parking Revenue Distribution: August 2021		4,823.50
	December 2021	Parking Revenue Distribution: December 2020		3,216.00
	February 2021	Parking Revenue Distribution: February 2021		4,419.00
	January 2021	Parking Revenue Distribution: January 2021		3,900.50
	July 2021	Parking Revenue Distribution: July 2021		5,746.50
	June 2021	Parking Revenue Distribution: June 2021		4,627.50
	March 2021	Parking Revenue Distribution: March 2021		6,381.50
	May 2021	Parking Revenue Distribution: May 2021		6,252.00
	November 2020	Parking Revenue Distribution: November 2020		4,396.00
	October 2020	Parking Revenue Distribution: October 2020		5,684.50
	September 2020	Parking Revenue Distribution: September 2020		5,615.50
			Total for Check Number 313282:	60,972.00
313283	TIM4011	Time Warner Cable	10/07/2021	
	0029763082721	Account # 8448 20 899 0029763 (08/16/21-09/15/21)		246.36
	0052005082621	Control Account # 8448 20 899 0052005 (08/11/21-09/10/21)		3,462.65
	0052005092621	Control Account # 8448 20 899 0052005 (09/11/21-10/10/21)		3,462.66
	0070193090121	Account # 8448 30 008 0070193 (09/01/21-09/30/21)		78.95
			Total for Check Number 313283:	7,250.62
313284	VEBU3010	Verizon Business Services	10/07/2021	
	71941337	Customer ID SV646189 (Period Through 08/31/		26.12
			Total for Check Number 313284:	26.12
313285	VERW6711	Verizon Wireless	10/07/2021	
	9886948095	Account # 571839627-00001 (07/24/21-08/23/21)		16.03
	9887138073	Account # 270619951-00002 (07/27/21-08/26/21)		558.12
	9887138073	Account # 270619951-00002 (07/27/21-08/26/21)		8.33
	9887138074	Account # 270619951-00004 (07/27/21-08/26/21)		38.01
	9887138074	Account # 270619951-00004 (07/27/21-08/26/21)		478.13
	9888664403	Account # 842311063-00002 (07/18/21-09/17/21)		10.24
	9889318725	Account # 270619951-00002 (08/27/21-09/26/21)		528.32
	9889318725	Account # 270619951-00002 (08/27/21-09/26/21)		38.01
	9889318726	Account # 270619951-00004 (08/27/21-09/26/21)		19.01
	9889318726	Account # 270619951-00004 (08/27/21-09/26/21)		497.15
			Total for Check Number 313285:	2,191.35
313286	WLHD8020	Westlake Hardware	10/07/2021	
	14301879	Public Works Supplies		37.46
	14301880	Public Works Supplies		59.51
	14301881	Public Works Supplies		99.13
	14301887	Public Works Supplies		86.77

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	14301893	Public Works Supplies		115.74
	14301894	Public Works Supplies		137.76
	14301904	Public Works Supplies		25.09
	14301906	Public Works Supplies		103.33
	14301910	Public Works Supplies		16.38
	14301913	Public Works Supplies		16.50
	14301914	Public Works Supplies		12.72
	14301915	Public Works Supplies		58.39
	14301917	Public Works Supplies		33.06
	14301926	Public Works Supplies		40.72
	14301931	Public Works Supplies		177.43
	14301943	Public Works Supplies		77.08
	14301946	Public Works Supplies		156.44
	14302001	Fire Dept. Supplies		66.11
	14302008	Fire Dept. Supplies		28.64
			Total for Check Number 313286:	1,348.26
313287	XRXF5010	Xerox Financial Services	10/07/2021	
	2766784	Contract # 010-0061587-001 (07/10/21-09/09/21		3,812.16
	2775772	Contract # 010-0061587-002 (08/06/21-09/05/21		275.05
	2788376	Contract # 010-0061587-003 (08/18/21-09/17/21		162.35
	2807535	Contract # 010-0061587-001 (09/10/21-10/09/21		1,906.08
			Total for Check Number 313287:	6,155.64
			Total for 10/7/2021:	158,380.44
			Report Total (23 checks):	158,380.44

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 10/14/2021 10:57 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ACTM3010 58480490	Accountemps (Robert Half International) P&B Dept.Financial Services W/E 09/17/21	10/20/2021	2,550.00
Total for this ACH Check for Vendor ACTM3010:				2,550.00
ACH	AFLA7010 557383	AFLAC Employee Optional Insurance - September 2021	10/20/2021	673.59
Total for this ACH Check for Vendor AFLA7010:				673.59
ACH	AIR6010 9983263888	Airgas USA LLC Oxygen Supplies September 2021	10/20/2021	314.87
Total for this ACH Check for Vendor AIR6010:				314.87
ACH	AME0229 010-19062-Sep	Ameritas Employee Vision Plans - September 2021	10/20/2021	3,178.20
Total for this ACH Check for Vendor AME0229:				3,178.20
ACH	BAK0366 H57011910 H57099780 H57099800 H57100170 H57100180 H57125250 H57125260 H57173990 H57227620	Baker & Taylor Entertainment DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs DVDs/ CDs	10/20/2021	135.03 24.78 33.88 24.76 24.78 20.65 24.80 28.92 25.62
Total for this ACH Check for Vendor BAK0366:				343.22
ACH	BLBD3032 1372453	Blackboard Inc. Mass Communication Platform - 09/26/21-09/25	10/20/2021	15,085.88
Total for this ACH Check for Vendor BLBD3032:				15,085.88
ACH	CDW5246 J376529	CDW Government LLC MS GSA Office Standard 2019	10/20/2021	278.39
Total for this ACH Check for Vendor CDW5246:				278.39
ACH	CHWP2010 49122 49123 49125 49126 49127 49129 49130	Colantuono,Highsmith & Whatley,PC General Services - August 2021 Labor & Employment - August 2021 Tax & Assesment - August 2021 Water & Utilities- August 2021 Special Projects - August 2021 Litigation - August 2021 Litigation - August 2021	10/20/2021	10,006.80 2,523.50 220.50 1,739.50 15,584.50 3,013.50 218.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	49131	Litigation - August 2021		1,690.50
Total for this ACH Check for Vendor CHWP2010:				34,996.80
ACH	CIV2123 2018-138	CivicStone, LLC Caltrans Housing Consultant August 2021	10/20/2021	7,331.25
Total for this ACH Check for Vendor CIV2123:				7,331.25
ACH	GPPT9090 474653 481057 487591 487592 487826	The Silver Bullet Corporation (DBA Gophe Gopher Abatement @ Arroyo Park (05/11/2021) Gopher Abatement @ Arroyo Park (06/15/2021) Gopher Abatement @ Arroyo Park (07/13/2021) Gopher Abatement @ Arroyo Park (07/27/2021) Gopher Abatement @ Pasadena Median (07/27/2021)	10/20/2021	250.00 250.00 250.00 250.00 95.00
Total for this ACH Check for Vendor GPPT9090:				1,095.00
ACH	INCG6011 68537 69158	Interwest Consulting Group On-Call Transportation Project Mgmt. - March 2 On-Call Transportation Project Mgmt. - April 20	10/20/2021	5,577.50 3,080.00
Total for this ACH Check for Vendor INCG6011:				8,657.50
ACH	ITCR2501 76-007854 76-007942	Intercare Holdings Insurance Services Workers Compensation Claims Administration - July 2021 Workers Compensation Claims Administration - August 2021	10/20/2021	352.71 6,221.12
Total for this ACH Check for Vendor ITCR2501:				6,573.83
ACH	MNBL8170 12774 12774 12774 12873	Crestline Software, LLC dba MuniBilling Lock Box - April 2021 Water Billing Services - May 2021 Absorb Charges - April 2021 Postage - April 2021	10/20/2021	835.60 24,686.13 8,796.23 2,347.74
Total for this ACH Check for Vendor MNBL8170:				36,665.70
ACH	OVDR8011 01148CO21366654 01148CO21367268 01148CO21370371 01148CO21378697	OverDrive Inc. eBooks / Audiobooks eBooks / Audiobooks eBooks / Audiobooks eBooks / Audiobooks	10/20/2021	365.21 1,355.03 134.55 773.66
Total for this ACH Check for Vendor OVDR8011:				2,628.45
ACH	POS5265 1408169 1408169	Post Alarm Systems Alarm System for WMB - October 2021 Alarm System for Orange Grove Rec. Building -	10/20/2021	46.74 46.74
Total for this ACH Check for Vendor POS5265:				93.48
ACH	SGMC2013 104880.0 132214.0 132217.0 132291.0 132323.0 132486.0 83960.0 85198.0 89215.0	St. George's Medical Clinic Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021 Employee Medical Exams - August 2021	10/20/2021	200.00 75.00 75.00 775.00 200.00 75.00 200.00 200.00 200.00 200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	90001.0	Employee Medical Exams - August 2021		400.00
	93914.0	Employee Medical Exams - August 2021		200.00
	94275.0	Employee Medical Exams - August 2021		200.00
Total for this ACH Check for Vendor SGMC2013:				2,800.00
ACH	STA5219	Staples Business Advantage	10/20/2021	
	3475032830	Management Services Supplies		12.67
	3475032831	Management Services Supplies		7.16
	3475032832	Management Services Supplies		11.72
	3475032833	Management Services Supplies		282.01
	3477431419	Management Services Supplies		25.68
	3477431420	Management Services Supplies		89.93
	3477941511	Management Services Supplies		162.46
	3479265118	Management Services Supplies		99.18
	3479265119	Management Services Supplies		19.28
	3479455762	Management Services Supplies		25.30
	3479591969	Management Services Supplies		97.64
	3480188818	Management Services Supplies		329.07
	3480188819	Management Services Supplies		40.00
	3480295266	Management Services Supplies		9.91
	3480684873	Management Services Supplies		32.51
	3480684876	Management Services Supplies		38.25
	3480684881	Management Services Supplies		58.96
	3481548282	Management Services Supplies		227.79
	3481548283	Management Services Supplies		40.33
	3481898796	Management Services Supplies		33.49
	3482528548	Management Services Supplies		154.33
	3482898618	Management Services Supplies		25.35
	3482975871	Management Services Supplies		176.18
	3483045593	Management Services Supplies		77.69
	3483907803	Planning & Building Supplies		26.56
	3483907804	Planning & Building Supplies		25.90
	3483907805	Planning & Building Supplies		26.44
	3484889543	Management Services Supplies		181.01
	3484889544	Management Services Supplies		134.66
	3484984845	Management Services Supplies		24.01
	3484984846	Management Services Supplies		141.25
	3485383099	Management Services Supplies		48.92
	3485383102	Management Services Supplies		29.49
	3486018555	Management Services Supplies		11.45
	3486896115	Finance Supplies		118.67
	3486896116	Finance Supplies		57.37
	3487367991	Management Services Supplies		226.66
	3487367992	Finance Supplies		74.86
	3487367993	Finance Supplies		61.85
	3487853701	Finance Supplies		141.43
	3487853702	Library Office Supplies		228.56
	3487853705	Police Department Supplies		499.02
	3487853706	Police Department Supplies		171.97
	3487853707	Community Services Supplies		40.54
	3487853707	Community Services Supplies		22.04
	3488001969	Fire Dept. Supplies		152.65
	3488240130	Police Department Supplies		283.32
	3488240131	Police Department Supplies		665.10
	3488412409	Police Department Supplies		21.49
	3489278685	Finance Dept. Supplies		56.11
Total for this ACH Check for Vendor STA5219:				5,548.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	UQMS8010 605033	Unique Management Svcs Inc. Library Recovery Services	10/20/2021	71.60
Total for this ACH Check for Vendor UQMS8010:				71.60
ACH	USBANK 1839175 1839175	U.S. Bank NA Debt Service Payment - Bond 2000-1 Account # 6711646700 Debt Service Payment - Bond 2000-1 Account # 6711646700	10/20/2021	20,400.00 -16.32
Total for this ACH Check for Vendor USBANK:				20,383.68
ACH	WLST8267 September 2021	William Shuttic Class Instructor: Functional Fitness September 2021	10/20/2021	500.00
Total for this ACH Check for Vendor WLST8267:				500.00
313288	IMPR8032 21697186	4Imprint, Inc. 2021 Walk / Bike to School Giveaways	10/20/2021	1,070.11
Total for Check Number 313288:				1,070.11
313289	ABCUSCT 09272021	Abacus Consulting Services, Inc. Redistricting Press Release and Public Hearing Notice	10/20/2021	100.00
Total for Check Number 313289:				100.00
313290	ACMT2920 71869	All City Management Crossing Guard Services - 08/22/21-09/04/21	10/20/2021	8,725.00
Total for Check Number 313290:				8,725.00
313291	AMDA6710 01.16.2021 01.31.2021	Jose L. Almeda Reimburse Mileage for Call Out (01.16.2021) Reimburse Mileage for Call Out (01.31.2021)	10/20/2021	11.42 11.42
Total for Check Number 313291:				22.84
313292	EBTARNAL 116800	Elizabeth Arnall Refund due to cancelled class	10/20/2021	120.00
Total for Check Number 313292:				120.00
313293	XIAOBAO 1168221	Xiaoxiao Bao Refund cancelled class due to low enrollement	10/20/2021	179.00
Total for Check Number 313293:				179.00
313294	TYBL7000 08.02-08.13.21	Tyler Borrello Reimburse Training Expenses for Det. Borrello (08/02-08/13/21).	10/20/2021	508.80
Total for Check Number 313294:				508.80
313295	CAL5236 1902665 1904640 1907063 1909078 1911109	CA Linen Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services	10/20/2021	107.57 107.68 97.65 103.60 99.88
Total for Check Number 313295:				516.38
313296	CAL8012 4982	Califa Group CENIC Wifi April - June 2021	10/20/2021	4,099.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313296:	4,099.53
313297	CAL6695 1015-2100215110	California American Water Water Connection Fee for Wilson Well (06/23/21-07/21/21)	10/20/2021	10.16
			Total for Check Number 313297:	10.16
313298	CHNPPTY ADU 21-28	Patty Chan Refund ADU Application for 817 Orange Grove	10/20/2021	177.10
			Total for Check Number 313298:	177.10
313299	COGL8180 21-1256	City of Glendale Latent Fingerpring Evaluations	10/20/2021	1,700.00
			Total for Check Number 313299:	1,700.00
313300	COM0699 00038727	Compressed Air Specialties Inc Repair of Air Compressor Tank at Fire Dept.	10/20/2021	699.07
			Total for Check Number 313300:	699.07
313301	CORE6011 82082147 82087827	CoreLogic Information Solutions, Inc. Subscription Renewal for Public Record Database - May 2021 Subscription Renewal for Public Record Database - June 2021	10/20/2021	300.00 300.00
			Total for Check Number 313301:	600.00
313302	DNCR5270 116788	Danelle Courtice Refund due to cancelled class	10/20/2021	120.00
			Total for Check Number 313302:	120.00
313303	DSP0755 9093	D & S Printing Police Department Window & Regular Envelope	10/20/2021	700.09
			Total for Check Number 313303:	700.09
313304	DBEL5010 1584	DB Electronics Troubleshoot & Install New Paging System Amplifier	10/20/2021	225.00
			Total for Check Number 313304:	225.00
313305	DEL0771 BE004643813	Delta Dental Dental Premiums October 2021	10/20/2021	11,681.52
			Total for Check Number 313305:	11,681.52
313306	KBJI1021 08.14.2021	Lucy Demirjian Reimb Snacks purchased for CA Transportation Commission 08/14/21	10/20/2021	57.05
			Total for Check Number 313306:	57.05
313307	GEMT5550 GEM1021WIOL GEM1121Q570	GEMT QAF / Cashiers Unit, Mail Stop 110 Medical Transport Fee: 2021 Q1 Medical Transport Fee: 2021 Q2	10/20/2021	6,383.22 6,951.36
			Total for Check Number 313307:	13,334.58
313308	DUN1111 48RJXM	Daniel Dunn Reimburse Fire Strike Team Vehicle Rental (08/27-09/11/21)	10/20/2021	1,443.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313308:	1,443.72
313309	EJWR5011	EJ Ward Inc.	10/20/2021	
	0076621-IN	Annual Fuel Maintenance Software - 10/01/21-09/30/22		847.14
	0076621-IN	Annual Fuel Maintenance Software - 10/01/21-09/30/22		7,902.79
	0076621-IN	Annual Fuel Maintenance Software - 10/01/21-09/30/22		847.14
	0076621-IN	Annual Fuel Maintenance Software - 10/01/21-09/30/22		913.36
			Total for Check Number 313309:	10,510.43
313310	EEDT3010	Employment Development Dept.	10/20/2021	
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,949.72
	L1477708304	EDD Employer Share Acct ID # 944-0884-6 (03/31/2020-06/30/2021)		7,944.00
			Total for Check Number 313310:	55,613.72
313311	EXSF8020	Extreme Safety	10/20/2021	
	00102529	Annual Flow Test of SCBA Masks		1,920.00
			Total for Check Number 313311:	1,920.00
313312	EGGO4011	Elias Giron-Garrido	10/20/2021	
	08.17.2021	Training Class Reimb. for Officer Giron-Garrido (08/17/21)		52.98
	09.14-09.17.21	Training Class Reimb. for Officer Giron-Garrido (09/14-09/17/21)		181.76
			Total for Check Number 313312:	234.74
313313	HDLC3010	Hinderliter deLlamas & Associates	10/20/2021	
	SIN011795	Contract Services - Transaction Tax		300.00
			Total for Check Number 313313:	300.00
313314	HOMCOMM	Hom Communications	10/20/2021	
	091521	Electrical Work for Police Department Vehicles		850.00
			Total for Check Number 313314:	850.00
313315	JSAR4011	Jack's Auto Repair	10/20/2021	
	16863	Routine Maintenance of Transit Fleet		336.85
	16898	Routine Maintenance of Transit Fleet		110.00
	16908	Routine Maintenance of Transit Fleet		55.00
	16915	Routine Maintenance of Transit Fleet		66.00
	16962	Routine Maintenance of Transit Fleet		151.00
			Total for Check Number 313315:	718.85
313316	NTLJENNG	Natalie Jennings	10/20/2021	
	116789	Refund due to cancelled class		120.00
			Total for Check Number 313316:	120.00
313317	JCRS5011	Jones Coffee Roasters	10/20/2021	
	50220	Fire Dept. Coffee Supplies		139.05
			Total for Check Number 313317:	139.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313318	LAN6401	Landscape Structures Inc	10/20/2021	
	INV-103911	Ongoing Maintenance at Playground Equipment		4,174.65
	INV-103990	Ongoing Maintenance at Playground Equipment		1,905.27
	INV-103991	Ongoing Maintenance at Playground Equipment		104.37
	PCN-002800	Ongoing Maintenance at Playground Equipment		-1,240.00
			Total for Check Number 313318:	4,944.29
313319	BMELEE 116610	Bomee Lee Refund class due to inability to attend	10/20/2021	159.00
			Total for Check Number 313319:	159.00
313320	LIFE822 1134047	Life-Assist Inc. Medical Supplies Fire Dept. - EMS Rush Pack	10/20/2021	140.99
			Total for Check Number 313320:	140.99
313321	ASHLYMDZ 117003	Ashley Mendoza Refund due to cancelled class	10/20/2021	69.00
			Total for Check Number 313321:	69.00
313322	PCFCFLOO 6744	Pacific Floor Company 2021 War Memorial Building Hardwood Floor Refinishing	10/20/2021	16,500.00
			Total for Check Number 313322:	16,500.00
313323	PHS4011 SEP2021SoPas	Pasadena Humane Society Animal Control Services - September 2021	10/20/2021	14,035.83
			Total for Check Number 313323:	14,035.83
313324	PHOE4610 082021184	Phoenix Group Information Systems Parking Citation Processing & Database Access - August 2021	10/20/2021	4,340.71
			Total for Check Number 313324:	4,340.71
313325	PSOMAS 176447	PSOMAS General Plan & Downtown Specific Update (07/30/21-08/26/21)	10/20/2021	3,331.63
			Total for Check Number 313325:	3,331.63
313326	RTPC5500 6014848	Regional TAP Service Center 30 Day Senior Bus Pass Subsidy (Aug-21)	10/20/2021	160.00
			Total for Check Number 313326:	160.00
313327	SGVE2011 09.15.2021	San Gabriel Valley City Managers' Associat SGVCMA Meeting on 09/15/2021	10/20/2021	60.00
			Total for Check Number 313327:	60.00
313328	SGEP2011 7464	San Gabriel Valley Economic Partnership Annual Renewal of Local Gov't Membership for	10/20/2021	2,625.00
			Total for Check Number 313328:	2,625.00
313329	SAN4958 25685 25685	San Marino Security System Security System for Orange Grove Rec Building (10/01-12/31/21) Security System for Eddie Park, YH, WMB (10/01-12/31/21)	10/20/2021	207.00 1,035.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313329:	1,242.00
313330	SCAT6710	Scott's Automotive	10/20/2021	
	15575	Public Works Vehicles: Preventative Maint. Unit		318.58
	15627	Public Works Vehicles: Preventative Maint. Unit		114.12
	15909	Public Works Vehicles: Preventative Maint. Unit		342.19
	15978	Public Works Vehicles: Preventative Maint. Unit		285.75
	16314	Public Works Vehicles: Preventative Maint. Unit		187.19
	16365	Public Works Vehicles: Preventative Maint. Unit		754.44
	16395	Public Works Vehicles: Preventative Maint. Unit		199.15
	16399	Public Works Vehicles: Preventative Maint. Unit		55.28
	16404	Public Works Vehicles: Preventative Maint. Unit		53.45
	16408	Public Works Vehicles: Preventative Maint. Unit		53.45
	16411	Police Department Automotive Maintenance Uni		193.16
	16413	Public Works Vehicles: Preventative Maint. Unit		332.52
	16416	PW Vehicle Maint. for Unit # 363		348.08
			Total for Check Number 313330:	3,237.36
313331	SHI5011	Shift Calendars Inc	10/20/2021	
	23912	Printing & Duplication of Shift Calendars for Fir		704.50
			Total for Check Number 313331:	704.50
313332	SRYC5011	Stericycle Inc.	10/20/2021	
	3005712757	Hazardous Materials & Medical Waste Disposal		149.97
			Total for Check Number 313332:	149.97
313333	TOT2010	TASC	10/20/2021	
	IN2103766	Compliance Fee Assessment		150.00
			Total for Check Number 313333:	150.00
313334	HAFR7000	The Hartford	10/20/2021	
	085038034892	Life Insurance Benefits - October 2021		918.00
			Total for Check Number 313334:	918.00
313335	TOM4455	Tom's Men's Wear & Uniform's, Inc.	10/20/2021	
	18720	Fire Department Uniform for M Larkin		824.63
	19364	Fire Department Uniform for C Snider		582.06
			Total for Check Number 313335:	1,406.69
313336	LUVA8110	Luis Vazquez	10/20/2021	
	09.22.2021	Reimburse Paramedic License for Luis Vasquez		250.00
			Total for Check Number 313336:	250.00
313337	WTSJMES	James Watson	10/20/2021	
	116966	Refund after school camp med due to inability to attend		158.00
			Total for Check Number 313337:	158.00
313338	WES4011	Western Graphix	10/20/2021	
	55551	Photo ID Printing for New Employees		136.80
	55586	Photo ID Printing for Paul Riddle & Chris Szcenzi		82.69
			Total for Check Number 313338:	219.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313339	WLHD8020 14301996	Westlake Hardware Fire Dept. Supplies	10/20/2021	20.47
Total for Check Number 313339:				20.47
313340	PTZM4011 04.01.2021	Patrick Zamora Reimbursement of Broken Glasses	10/20/2021	970.00
Total for Check Number 313340:				970.00
313341	EZNI5440 09.22-09.24.21	Evelyn Zneimer Reimbursement for League of CA Cities Conference 09/02-09/24/21.	10/20/2021	192.00
Total for Check Number 313341:				192.00
Total for 10/20/2021:				322,251.33
Report Total (74 checks):				322,251.33

ATTACHMENT 4
Supplemental ACH
Payments



Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
9/30/2021	Bank of New York Mellon	\$1,673,918.12	2016 Water Revenue Bond Principal & Interest Payment.
10/4/2021	SoCal Edison	\$60,423.29	Online Payment for City's So Cal Edison Accounts.
10/4/2021	Pitney Bowes	\$968.10	Online Payment for Quarterly Postage Meter Lease # 0010306986.
10/6/2021	SoCal Gas	\$586.46	Online Payment for City's So Cal Gas Accounts.
10/12/2021	SoCal Gas	\$786.63	Online Payment for City's So Cal Gas Account 196-493-8529-1.

Total: **\$1,736,682.60**

ATTACHMENT 5
Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/07/2021 - 9:51AM
 Batch: 00002.10.2021



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CBSE6010				Cell Business Equipment						
Check No: 313094				Check Date: 09/01/2021						
	19.67	73189938	08/09/2021	Contract # 25334839 Property Tax & Admin Fee					No	0
101-6010-6011-8050-000										
	519.33	73401494	09/01/2021	Public Works Copier (08/01/2021-08/31/2021)					No	0
101-6010-6011-8050-000										
Check Total:	<u>539.00</u>									
Vendor Total:	<u>539.00</u>									
Report Total:	<u><u>539.00</u></u>									

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/06/2021 - 6:04PM
 Batch: 00001.10.2021



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: SOU5030				SoCalGAS						
Check No: 20		Check Date: 04/06/2021								
101-6010-6410-8140-000	104.17	14822009008	03/19/2021	SoCalGas Payment for Account # 14822009008 (435 Fair Oaks Ave)					No	0
101-6010-6410-8140-000	15.78	07251913005	03/19/2021	SoCalGas Payment for Account # 07251913005 (2017 Edgewood Drive)					No	0
101-6010-6410-8140-000	330.79	13551937009	03/19/2021	SoCalGas Payment for Account # 13551937009 (100 Oxley St)					No	0
101-6010-6601-8140-000	132.30	13761937005	03/19/2021	SoCalGas Payment for Account # 13761937005 (102 Oxley St)					No	0
101-6010-6601-8140-000	321.12	08091929003	03/19/2021	SoCalGas Payment for Account # 08091929003 (1414 Mission St)					No	0
101-6010-6601-8140-000										
Check Total:	<u>904.16</u>									
Vendor Total:	<u>904.16</u>									
Report Total:	<u><u>904.16</u></u>									

ATTACHMENT 6
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax		75,501.86	
	Earned Income Credit Advances		.00	
	Social Security - EE		992.39	
	Social Security - ER		992.37	
	Social Security Adj - EE		.00	
	Medicare - EE		9,312.44	
	Medicare - ER		9,312.34	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		32,088.76	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	128,200.16
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	448,742.66
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	1,400.47
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,611.45
	Total Amount Debited From Your Accounts			580,954.74
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	580,954.74
	580,954.74
	580,954.74

Net Pay	Checks	1,400.47	
	Direct Deposits	448,742.66	
	Subtotal Net Pay		450,143.13
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		450,143.13

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				75,501.86	
	Earned Income Credit Advances					
	Social Security				992.39	992.37
	Medicare				9,312.44	9,312.34
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				85,806.69	10,304.71
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				85,806.69	10,304.71
						96,111.40
State	CA State Income Tax				32,088.76	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				32,088.76	32,088.76
	Total Taxes		.00	.00	117,895.45	10,304.71
						128,200.16

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 128,200.16

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	448,742.66	
Transfers	ADP Check	1,400.47	
	Wage Garnishments	2,611.45	
	Amount ADP Debited From Account XXXXX3688		452,754.58

222 Employee Transactions

Total Amount ADP Debited From Your Accounts 580,954.74

Liability	Taxes Debited			
	Federal Income Tax		1,369.22	
	Earned Income Credit Advances		.00	
	Social Security - EE		.00	
	Social Security - ER		.00	
	Social Security Adj - EE		.00	
	Medicare - EE		124.51	
	Medicare - ER		124.51	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		738.84	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	2,357.08
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	6,354.21
	Total Amount Debited From Your Account			8,711.29
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	8,711.29
	8,711.29
	8,711.29

Net Pay	Checks	.00
	Direct Deposits	6,354.21
	Subtotal Net Pay	6,354.21
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	6,354.21

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				1,369.22	
	Earned Income Credit Advances					
	Social Security					
	Medicare				124.51	124.51
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				1,493.73	124.51
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				1,493.73	124.51
State	CA State Income Tax				738.84	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				738.84	738.84
	Total Taxes		.00	.00	2,232.57	124.51

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 2,357.08

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	6,354.21
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	6,354.21

2 Employee Transactions

Total Amount ADP Debited From Your Accounts 8,711.29



City Council Agenda Report

ITEM NO. 7

DATE: October 20, 2021
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Ken Louie, Interim Director of Finance
SUBJECT: Disposal of Surplus Property

Recommendation

It is recommended that the City Council approve the request to dispose of the attached surplus property as recommended by the South Pasadena Police and Fire Departments.

Background

The City of South Pasadena currently has a policy on proper disposal of surplus property (attached). The policy allows for not only disposition of assets but the reassignment of assets to local governments and/or non-profit organizations. Such items considered for disposal and/or reassignment shall be brought forward by the Finance Director for disposal approval.

Discussion/Analysis

Two departments are currently seeking disposal and/or reassignment of obsolete assets:

FIRE DEPARTMENT

The Fire Department is currently requesting the disposal of the following items along with a recommended course of action:

Equipment

Ambulance cots (gurneys) that are used but still operational. These items are no longer needed by our Fire Department but are being recommended to be donated to Arcadia Fire Department who is in need of them. Additionally, the Department has a 1995 Utility Trailer that is no longer safe and somewhat of a liability. The trailer is badly deteriorated and takes up valuable space. Recommendation is to have a local salvager pick it up

POLICE DEPARTMENT

Motorcycles

On April 20, 2021, the South Pasadena Police Department (SPPD) purchased three (3) new 2020 BMW R1250RT police motorcycles for the traffic division. The motorcycles replaced one (1) 2017 BMW R1250T, one (1) 2009 Honda ST1300 SP, and one (1) 2011 Honda ST1300 SP motorcycles. The traffic division will utilize the 2017 BMW for training purposes. The two (2) Hondas have served their original purpose and no longer provide value to the City of South

Pasadena due to obtaining three (3) new motorcycles and the associated cost of maintaining and storing the unused motorcycles.

California State University Los Angeles Police Department (CSULA) has requested the two (2) Honda motorcycles for training purposes. CSULA has assisted SPPD on multiple Office of Traffic Safety grant-funded required details within the city limits of South Pasadena.

The Police Department respectfully requests that the City of South Pasadena donate the two (2) Honda motorcycles to CSULA in accordance with the City's Policy on Disposal of Surplus Property.

Vehicles

The following vehicles (shown with license plates) have been declared unsalvageable by the Police Department:

Jeep Wrangler	1069161
Jeep Wrangler	1069160
Chevy S10 Truck	1069005
Ford Crown Victoria	1183901
Dodge Charger	1338024
Ford Crown Victoria	1328951
Ford Crown Victoria	1052488
Ford Taurus	6XFM283

The Police Department uses LKQ Pick-Your-Part to pick up scrap and recyclable obsolete items. This salvager is a noted "green" entity that is very professional and efficient. The company picks up the vehicles/equipment from our tow yard and pays the City a scrap fee of approximately \$700 per vehicle. They are located at 3333 South Peck Road, Monrovia, CA 91016.

Fiscal Impact

None

Commission Review

N/A

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. Disposal Policy
2. Disposal Form – Fire
3. Memo from PD with forms

ATTACHMENT 1
Disposal Policy



Policy on Disposal of Surplus Property

Purpose

- To establish an efficient and effective method for disposal of the City's surplus property.
- To avoid the costs of unnecessary purchases and storage by facilitating the reuse of valuable surplus property and the disposal of surplus property of no resale value.
- To provide quick and easy removal of surplus items from the owning department's premises and to provide compensation from sale.
- To participate in sustainable practices by recycling surplus property in lieu of sending property to landfills.

Eligibility for Surplus Disposition

When it has been determined that an item has served its original purpose and no longer provides value to the City, the item shall be slated for determination of its eligibility for disposition. This policy covers items such as office furniture, office equipment, electronic equipment, City vehicles, computer hardware, and other capital outlays. This policy does not include integrated facilities equipment such as doors and water pumps, which are capitalized and depreciate with the facility. This policy also does not cover general office supplies.

Surplus Disposal Methods

If an item is no longer of value to the City the item may be disposed of using one of the following methods:

1. Auction
2. Selling the item through a sealed-bid process
3. Trading the item in for new replacement equipment
4. Properly discard the item if it is broken, unusable, and/or hazardous.

Oversight of Surplus Property

The Finance Director is responsible for managing the disposition of all City surplus property. To dispose of the City's surplus property, the city has contracted with an outside vendor to pick-up and auctions the items. Checks for surplus items will be made payable to the City of South Pasadena. NOTE: For Health and Safety reasons, no hazardous items will be picked up for disposal.

Reassignment of Assets

When a City department makes a determination that an asset is surplus to its needs, notification shall be made to the Finance Director to coordinate placement, storage and disposal. Prior to bringing the item to the City Council for a declaration of surplus, the first option will be to reassign the asset within the City where it can be of most use or value. Minimum Requirements: If it is not possible to be assigned, the Finance Director shall prepare the asset for a determination by the City Council.

The decision to designate an item for the City Surplus originates with the department where the material is located, and the department shall complete the surplus request form including a complete description of the item, location, etc. If the condition of City Surplus materials is deemed as broken, unusable, hazardous and/or having "no salvage value," then at the discretion of the Finance Director an item may be discarded properly. The Finance Director must be notified and must authorize the disposal of City Surplus materials. The employee requesting that the item be declared surplus must sign the completed form before sending it to the Finance Department.

Statement of the Surplus Request on the Staff Report

Once the form is submitted to the Finance Department, the Surplus Request will be stated on the staff report. The Council will decide if they will approve the request. Finance will coordinate staff report to dispose of surplus materials on a quarterly basis.

Financial Reporting

The Finance department will be responsible for all levels of record keeping and sale processes. It is the responsibility of all departments to process and complete the Surplus Request form and submit to the Finance Department.

ATTACHMENT 2
Disposal Form - Fire

Surplus Request Form

Equip No.	Location or VIN Number	Item Description	Condition	Recommended Disposal Method	Grant Funded Y/N	Department
N/A	4AGFU20DIVCO24791	Mighty Mover 16 ft cargo trailer	unusable	salvage yard	N	Fire
N/A	At least 2 cots	Ambulance Cots (gurneys)	poor	donate to Arcadia Fire	N	Fire

Eric Zanteson ODC
 Department Head
Ken Louie
 Finance Director

 Department Head Signature

 Finance Director Signature

10/6/21
 Date
10/6/2021
 Date

ATTACHMENT 3
Memo from PD with forms



City of South Pasadena Police Department

Memo

Date: September 16, 2021

To: Ken Louie, Finance Director

From: Shannon Robledo, Police Lieutenant

Re: Surplus Property Donation to California State University Los Angeles Police Department

On April 20, 2021, the South Pasadena Police Department (SPPD) purchased three (3) new 2020 BMW R1250RT police motorcycles for the traffic division. The motorcycles replaced one (1) 2017 BMW R1250T, one (1) 2009 Honda ST1300 SP, and one (1) 2011 Honda ST1300 SP motorcycles. The traffic division will utilize the 2017 BMW for training purposes. The two (2) Hondas have served their original purpose and no longer provide value to the City of South Pasadena due to obtaining three (3) new motorcycles and the associated cost of maintaining and storing the unused motorcycles.

California State University Los Angeles Police Department (CSULA) has requested the two (2) Honda motorcycles for training purposes. CSULA has assisted SPPD on multiple Office of Traffic Safety grant-funded required details within the city limits of South Pasadena.

The 2009 Honda ST1300 SP (Vehicle Identification JH2SC51759K600224) with an odometer reading of 77,077 miles is valued at approximately \$1,751.00 (auction price). The 2011 Honda ST1300 SP (Vehicle Identification JH2SC5179BK700185) with an odometer reading of 117,548 miles is valued at approximately \$1,236.00 (auction price).

Motorsport Universe in Ontario, California, and Alamo Texas auctioned the below-used police Honda ST1300 SP motorcycles in 2020 for the following amounts (printouts attached).

1. 2009 Honda ST1300SP with 40,201 miles \$1,751.00
2. 2009 Honda ST1300SP with 32,451 miles \$773.00
3. 2009 Honda ST1300SP with 22,509 miles \$1,320.00

4. 2011 Honda ST1300SP with unknown miles \$721.00
5. 2011 Honda ST1300SP with unknown miles \$1,236.00

The Police Department respectfully requests that the City of South Pasadena donate the two (2) Honda motorcycles to CSULA in accordance with the City's Policy on Disposal of Surplus Property.

Thank you,

A handwritten signature in black ink, appearing to read "LR #180".

Lieutenant Shannon Robledo



Photos (3)



2009 HONDA ST1300

Sport Touring Motorcycles

Sold Price:

USD **\$1,751**

Auction Ended: May 16, 2020

 [Financial Calculator](#)

Seller Information

US Auctions

Ontario, California 91761

Phone: (909) 982-6688

[Video Chat With This Dealer](#)

Machine Location:

1687 South Bon View Avenue
Ontario, California 92570

General

Serial Number JH2SC51799K600050

Stock Number 20-00050

Year 2009

Category Sport Touring Motorcycles

Manufacturer HONDA

Model ST1300

Location Ontario, California 92570

Condition Used

Description BUYER'S FEE 15.5 % - 2009 Honda ST1300 Police Motorcycle - VIN/SERIAL #: JH2SC51799K600050 - MILEAGE: 040,201 - DESCRIPTION/SPECIAL NOTES: Police Motorcycle - RWD, 1.2L gas eng, 6 speed manual transmission, runs

Engine

Engine Size 1,261 cc



Photos (3)



2009 HONDA ST1300

Sport Touring Motorcycles

Sold Price: USD **\$773**

Auction Ended:
May 16, 2020

[Financial Calculator](#)

Seller Information

US Auctions

Ontario, California 91761

Phone: (909) 982-6688

[Video Chat With This Dealer](#)

Machine Location:

1687 South Bon View Avenue
Ontario, California 92570

General

Serial Number JH2SC51759K600076

Stock Number 20-00076

Year 2009

Category Sport Touring Motorcycles

Manufacturer HONDA

Model ST1300

Location Ontario, California 92570

Condition Used

Description BUYER'S FEE 15.5 % - 2009 Honda ST1300 Police Motorcycle - VIN/SERIAL #: JH2SC51759K600076 - MILEAGE: 032,451 - DESCRIPTION/SPECIAL NOTES: Police Motorcycle - RWD, 1.2L gas eng, 6 speed manual transmission, runs

Engine

Engine Size 1,261 cc



Photos (15)



2009 HONDA ST1300

Sport Touring Motorcycles

Sold Price:

USD **\$1,320**

Auction Ended: September 26, 2020

 [Financial Calculator](#)

Seller Information


Bond & Bond Auctioneers llc

Alamo, Texas 78516

Phone: (956) 283-0422

[Video Chat With This Dealer](#)

Machine Location:

 1155 W Expressway 83 Alamo, TX
Alamo, Tx, Texas 78516

General

Serial Number	JH2SC51709K600566
Stock Number	306
Year	2009

Category Sport Touring Motorcycles

Manufacturer HONDA

Model ST1300

Location Alamo, Tx, Texas 78516

Condition Used

Miles 22,509 mi

Description 2009 Honda ST1300 Motorcycle Mileage: 22,509 Plate: Body Type: Trim Level: Drive Line: Engine Type: 4cyl, 1261cc; Liquid Cooled; DOHC Fuel Type: Gasoline Horsepower: Transmission: VIN #: JH2SC51709K600566 OFFSITE - Harlingen Police Department - 1018 Fair Park Blvd, Harlingen, Tx 78550) (Monday thru Friday). Features and Notes: \$76.00 PAPERWORK HANDLING FEE (LATE TITLE) Everything sells "as is, where is", No warranties/guarantees We recommend that you visit the auction site to inspect any items you'd like to buy before bidding on auction day. Some items might be damaged, incomplete or non operable. NO Returns, NO Exchanges and NO Exceptions. There are no bid cancellations. Auction items are not inspected and not tested unless stated in the lot description.

Engine

Engine Size 1,261 cc

4



Quick Search

Keywords

Search



Photos (3)



2011 HONDA ST1300

Sport Touring Motorcycles

Sold Price: USD **\$721**

Auction Ended:
December 12,
2020

[Financial Calculator](#)

Seller Information

US Auctions

Ontario, California 91761

Phone: (909) 982-6688

[Video Chat With This Dealer](#)

Machine Location:

[1687 S Bon View Ave](#)
[Ontario, California 91761](#)

General

Serial Number JH2SC5172BK700139

Stock Number 20-00139

Year 2011

Category Sport Touring Motorcycles

Manufacturer HONDA

Model	ST1300
Location	Ontario, California 91761
Condition	Used
Description	2011 Honda ST1300 Police Motorcycle - BUYER'S FEE 15.5 % - VIN/SERIAL #: JH2SC5172BK700139 - DESCRIPTION/SPECIAL NOTES: Police Motorcycle - RWD, Honda 1.3L gas eng, 6 speed manual transmission, missing keys, unknown condition
Engine	
Engine Size	1,261 cc



Photos (3)



2011 HONDA ST1300

Sport Touring Motorcycles

Sold Price:

USD **\$1,236**

Auction Ended: December 12, 2020

[Financial Calculator](#)

Seller Information

US Auctions

Ontario, California 91761

Phone: (909) 982-6688

[Video Chat With This Dealer](#)

Machine Location:

[1687 S Bon View Ave](#)
[Ontario, California 91761](#)

General

Serial Number

JH2SC517XBK700082

Stock Number

20-00082

Year

2011

Category

Sport Touring Motorcycles

Manufacturer	HONDA
Model	ST1300
Location	Ontario, California 91761
Condition	Used
Description	2011 Honda ST1300 Police Motorcycle - BUYER'S FEE 15.5 % - VIN/SERIAL #: JH2SC517XBK700082 - DESCRIPTION/SPECIAL NOTES: Police Motorcycle - RWD, Honda 1.3L gas eng, 6 speed manual transmission, saddle boxes, missing keys, unknown condition
Engine	
Engine Size	1,261 cc

Ken Louie

From: Shannon Robledo
Sent: Tuesday, October 5, 2021 4:12 PM
To: Ken Louie
Subject: Non-Salvageable PD Vehicles
Attachments: Surplus Request Form 10.05.21.docx

Good afternoon sir,

Please see the attached list on non-salvageable vehicles. Our department has used "LKQ" Pick-Your-Part to scrap and recycle the non-operable vehicles in the past. The company will pick up the vehicles from our tow yard and will pay the city a scrap fee (About \$700.00 per vehicle). PD will remove operable equipment prior to salvaging the vehicles. LKQ Pick-Your-Part is located at 3333 South Peck Road, Monrovia Ca. 91016 (626-445-2925).

Thank you
Shannon

Lieutenant Shannon Robledo
City of South Pasadena Police Department
1422 Mission Street| South Pasadena, CA 91030
Phone: 626.403.7269
srobledo@southpasadenaca.gov





City Council Agenda Report

ITEM NO. 8

DATE: October 20, 2021
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Ken Louie, Interim Director of Finance
SUBJECT: Quarterly Budget Update

Recommendation

It is recommended that the City Council receive and file the Quarterly Budget Update for the first quarter of fiscal year 2021-2022.

Background

The City is aggressively seeking make to improvements in its timeliness, transparency and compliance with regards to fiscal matters. Effective this fiscal year, the Finance Director will render to the City Council a Quarterly Budget Update, a Mid-year Report, a Budget Calendar in February as well as the traditional budget season deadlines and submittals.

This report shall serve as an update to the budget adopted for the 2021-2022 fiscal year. Please note that the focus is on the General Fund as special funds are self-balancing by definition and are regulated by a third-party authority. Whereas, the General Fund is at the sole discretion of the City Council. However, any major concerns in a Special Fund will be brought to the attention City Council.

Discussion/Analysis

Due to the earliness in the fiscal year, no formal changes will be made at this time. However, the Finance Director would like to bring to the attention of the City Council some possible adjustments to be made to the formal budget at Mid-year.

Property Tax

The City continues to enjoy a strong Property Tax base due to local property values, strong housing demand and low interest rates. HDL serves as the City's Property Tax advisors and is projecting an increase of \$170,495 over what was budgeted.

Motor Vehicle In-lieu

Motor Vehicle In-lieu revenues are a function of property taxes/values as well as the City receives a percentage from vehicle registrations but an even larger portion of this revenue from property taxes and the City's growth in assessed value. This line item is projected to be \$8,238 higher than budgeted.

Community Services – Facility Rentals

During the budget process, it was anticipated that the pandemic would be under control allowing the City to return to a full slate of rentals and activity. Unfortunately, the "Delta Variant" arrived causing a delay in returning to full operations. The Community Services Director is advising the City that there will be up to a \$10,000 loss in facility rentals.

The Mid-year report will be considerably more detailed as the City will be half way into the new fiscal year and more accurate projections can be made.

Fiscal Impact

It is anticipated that the General Fund will be running slightly ahead of budget in revenues (\$168,733) and that the expenditures are on pace. However, no formal amendments will be made at this time due to the earliness in the fiscal year. Any formal changes will be made during the Mid-year Report in January/February.

Commission Review

N/A

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.

Attachment:

1. 1st Quarter Projection

ATTACHMENT 1
1st Quarter Projection

GENERAL FUND

Attachment 1

1ST QUARTER PROJECTIONS

July - September 2021

MAJOR REVENUES	Adopted 2020-2021	Estimated 2020-2021	Variance
Property Taxes	\$13,053,474	\$13,223,969	\$ 170,495
Sales Tax	2,270,228	2,270,228	-
Sales Tax - Measure A	2,244,000	2,244,000	-
Utility Users' Tax	3,383,000	3,383,000	-
Motor Vehicle In-Lieu	3,436,613	3,444,851	8,238
Franchise Fees	1,007,000	1,007,000	-
Licenses & Permits	819,280	819,280	-
Fines & Forfeitures	265,000	265,000	-
Planning & Building	1,480,200	1,480,200	-
PW Services	192,500	192,500	-
Police Services	175,800	175,800	-
Community Services	417,700	407,700	(10,000)
Fire Services	982,500	982,500	-
Reimbursements	483,384	483,384	-
All other revenues	1,736,955	1,736,955	-
Total Revenue	\$31,947,634	\$32,116,367	\$168,733

DIVISIONS	Adopted 2020-2021	Estimated 2020-2021	Variance
City Council	\$ 50,119	\$ 50,119	-
City Manager	1,569,574	1,569,574	-
City Clerk	84,500	84,500	-
Elections	165,500	165,500	-
Human Resources	267,800	267,800	-
Legal Services	450,000	450,000	-
Information Services	601,850	601,850	-
Finance/Treasurer	878,879	878,879	-
Non-departmental	2,474,682	2,474,682	-
Police	9,892,684	9,892,684	-
Fire	6,322,019	6,322,019	-
Public Works	2,351,205	2,351,205	-
Planning & Building	3,402,385	3,402,385	-
Library	1,849,686	1,849,686	-
Community Services	1,459,803	1,459,803	-
Misc./Transfers	88,281	88,281	-
Total Expenditures	\$31,908,967	\$31,908,967	\$0
Net Surplus	\$38,667	\$207,400	\$168,733

Note: Non-operating Revenue (Cell tower revenue) of \$4,374,439 not included in revenue above.

City of South Pasadena
 Outstanding Items
 As of June 30, 2021

Source	Date	Description	Ref 1	Debit	Credit
Adj	6/30/2020	ACH Void: Kahono Oei; amount carried over from prior year; write off		1,655.20	
GL	2/28/2021	Utility Users Tax - Elect Just Energy		4.02	-
Adj	2/28/2021	CR 00513.01.2021 Over/Short			5.00
Adj	2/28/2021	Small Difference Adjustment on Rcpt 412317			3.99
Adj	2/28/2021	Small Difference Adjustment on Rcpt 412308			0.10
Adj	3/31/2021	Cash Over/Short CR Batch 00617.02.2021			2.00
GL	3/31/2021	Utility Users Tax - Elect Just Energy User Utility Tax		3.66	-
Adj	3/31/2021	Small Diff Payroll			0.01
Adj	4/30/2021	Small Diff Payroll			0.02
GL	5/31/2021	Franchise - Refuse Athens Franchise Fee; duplicate entry need to reverse		110,754.76	-
Adj	3/31/2021	Ventek PD reconciling diff from Feb to Mar		8.00	
Adj	4/30/2021	Rcpt 412339 - Ventek PD variance		14.00	



City Council Agenda Report

ITEM NO. 9

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager

SUBJECT: **Adoption of a Resolution Approving the City of South Pasadena Investment Policy for Fiscal Year 2021-22**

Recommendation

It is recommended that the City Council adopt a resolution approving the Fiscal Year (FY) 2021-22 Investment Policy.

Commission Review and Recommendation

This matter was reviewed by the Finance Commission on October 7, 2021. The Commissioners recommended staff to make revision to the policy to reflect language specific to restrict investments in businesses that refine and/or extract oil and recommends that the City Council adopt a resolution approving the FY 2021-22 Investment Policy.

Executive Summary

The proposed Investment Policy for FY 2021-22 is similar to the FY 2020-21 Policy with the exception of minor technical corrections made by the State Legislature relating primarily to permissible portfolio allocations, and minor language edits in the Table of Notes. The Investment Policy also includes the restriction of investing in businesses that refine and/or extract oil or coal.

Discussion/Analysis

Funds held in the City's brokerage account represent amounts that are above and beyond what is needed to maintain a stable cash flow and meet the City's ongoing operational, as well as emergency needs. For those purposes, the City continues to maintain strong balances in our demand accounts with the Local Agency Investment Fund (LAIF) and Bank of the West.

Background

Each year, the City Council is required to adopt an Investment Policy. The types of investment vehicles that cities are permitted to use are specified in the California Government Code, which also explicitly requires that investment decisions be based first on the safety of the investment, followed by its liquidity, and only when these conditions are satisfied can yield be considered.

Adoption of a Resolution Approving the City of South Pasadena Investment Policy for Fiscal Year 2021-22

October 20, 2021

Page 2 of 2

Two major changes to the Investment Policy were incorporated; the first was in the area of permitted investments, which now mirrors the Government Code, and the second related to the maturity of an investment, which in the earlier policy was limited to three and one-half years, but was extended to the maximum permitted length of five years.

Fiscal Impact

None.

Public Notification of Agenda Item

The public was made aware that this item 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. Resolution Adopting the FY 2021-22 Investment Policy
2. Exhibit A City of South Pasadena Investment Policy FY 2021-22 (redlined)

ATTACHMENT 1

Resolution Adopting FY 2021-22 Investment Policy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING AN INVESTMENT POLICY FOR
FISCAL YEAR 2021-22**

WHEREAS, the City Council of South Pasadena recognizes the need for prudent investment management; and

WHEREAS, investment management strategies are normally outlined in a document defined as an “Investment Policy”; and

WHEREAS, California Government Code Section 53646 requires an annual submission of an investment policy to the legislative body.

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

SECTION 1. The Investment Policy attached hereto and incorporated herein as “Exhibit A” is hereby adopted as the Investment Policy of the City of South Pasadena for Fiscal Year 2021-22.

SECTION 2. This resolution shall become effective immediately upon adoption.

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

PASSED, APPROVED AND ADOPTED ON this 20th day of October, 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Munoz,
Acting Deputy City Clerk
(seal)

Andrew Jared, 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 20th day of October 2021, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAINED: None

Christina Munoz,
Acting Deputy City Clerk
(seal)

ATTACHMENT 2
Exhibit A City of South Pasadena Investment Policy
FY 2021-22 (redlined)

“EXHIBIT A”
CITY OF SOUTH PASADENA
INVESTMENT POLICY
FY
~~2020/21~~2021-
22

1. Introduction

The purpose of this document is to define the City’s policy for investment and cash management. In accordance with California law and the public trust, it is the City’s policy to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting the daily cash flow demands.

2. Scope

This policy covers all financial assets and investment activities under the direct control of the City of South Pasadena.

3. Prudence

The City adheres to the guidance provided by the “prudent investor” standard, as codified in Government Code Section 53600.3. This obligates a fiduciary to insure that:

“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Accordingly, the overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

4. Objectives

The primary objectives of investment activity, in order of priority, are shown below, and shall be in conformity with California Government Code Section 53600.5:

Safety - Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

Liquidity - The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements as prescribed by state law and which might be reasonably anticipated. An adequate portion of the portfolio should be maintained in liquid short-term securities that can be converted to cash if necessary to meet disbursement requirements. Since unanticipated cash requirements do, indeed, arise, most investments will be in securities with active secondary or resale markets. Emphasis shall be on marketable securities with low sensitivity to market risk.

Yield - Yield should become a consideration only after the more basic requirements of safety and liquidity have been met. The investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles commensurate with the City's investment risk restraints and the cash flow characteristics of the portfolio.

5. Delegation of Authority

Authority to manage the City's investment program is derived from California Government Code Sections 53600 *et seq.* By adoption of this policy, the City Council delegates investment authority to the City Treasurer. Such authority may be revoked by the City Council in writing at any time. The Treasurer shall establish procedures for the operation of the investment program consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. By adoption of this policy, the City Treasurer appoints the Finance Director and Finance Manager as Deputy City Treasurer(s). The names of those persons to whom investment authority is delegated will be submitted to City Council for approval. No person may engage in an investment transaction except as provided under the terms of this policy and its related procedures. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the investment activities.

6. Reporting

The City Treasurer shall submit a monthly investment report to the City Council and copied to the Finance Commission based on summaries provided by the Finance Department. This report will include the following required elements:

- A. A report of investment activity for the month
 - 1. Maturities, withdrawals, sales and called investments
 - 2. New investments

- B. A statement of investment balances at month end
 - 1. Type of investment and par value, if applicable
 - 2. Issuing institution
 - 3. Date of maturity
 - 4. Amount of deposit or cost of security
 - 5. Current market value of securities with maturity in excess of twelve months
 - 6. Rate of interest or yield to maturity at purchase date
 - 7. Rate of interest or yield to maturity at the report date
 - 8. A representation certifying compliance of the City's investment activities to the City's Statement of Investment Policy.
 - 9. A representation as to the availability of cash to meet the City's expenditures over the next six months, as required in Section 53646 (2) (b) (3), based on cash flow projections provided by the Finance Department.

7. Authorized and Suitable Investment Instruments

Purchase of investments will be made with surplus funds available. The investments will be paid for, in full, as soon as practical after the time of trade. Purchases will not be made using

leverage, margin accounts, or other unfunded mechanisms. No investments shall conflict with Government Code section 53601.

Additionally, investments in businesses that refine and/or extract oil or coal will not be permitted. Eligible vehicles for the investment of funds shall be limited to the following table: _

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE
(AS OF JANUARY 1, ~~2019~~2021)^A APPLICABLE TO ALL LOCAL AGENCIES^B

Investment Type	Maximum Remaining Maturity ^C	Maximum Specified % of Portfolio ^D	Minimum Quality Requirements
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
State Obligations: CA and Others	5 years	None	None
CA Local Agency Obligations	5 years	None	None
U.S. Agency Obligations	5 years	None	None
Bankers' Acceptances	180 days	40% ^E	None
Commercial Paper: Non-pooled Funds ^F (<u>under \$100,000,000 of investments</u>)	270 days or less	25% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H
<u>Commercial Paper: Non-pooled Funds^F (min. \$100,000,000 of investments)</u>	<u>270 days or less</u>	<u>40% of the agency's money^G</u>	<u>Highest letter and number rating by an NRSRO^H</u>
Commercial Paper: Pooled Funds ^I	270 days or less	40% of the agency's money ^G	Highest letter and number rating by an NRSRO ^H
Negotiable Certificates of Deposit	5 years	30% ^J	None
Non-negotiable Certificates of Deposit	5 years	None	None
Placement Service Deposits	5 years	50% ^K	None
Placement Service Certificates of Deposit	5 years	50% ^K	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^L	20% of the base value of the portfolio	None ^M
Medium-term Notes ^N	5 years or less	30%	"A" rating category or its equivalent or better
Mutual Funds and Money Market Mutual Funds	N/A	20% ^O	Multiple ^{P,Q}
Collateralized Bank Deposits ^R	5 years	None	None
Mortgage Pass-through and Asset Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better
County Pooled Investment Funds	N/A	None	None
Joint Powers Authority Pool	N/A	None	Multiple ^S
Local Agency Investment Fund (LAIF)	N/A	None	None
Voluntary Investment Program Fund ^T	N/A	None	None
Supranational Obligations ^U	5 years or less	30%	"AA" rating category or its equivalent or better
Public Bank Obligation	5 years	None	None

TABLES OF NOTES

A	<p><u>Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.</u> Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, and 53635.8.</p>	L	<p>Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.</p>
B	<p>Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.</p>		
C	<p>Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.</p>	M	<p>Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.</p>
D	<p>Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.</p>	N	<p>“Medium-term notes” are defined in Section 53601 as “all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.”</p>
E	<p>No more than 30 percent of the agency’s money may be in bankers’ acceptances of any one commercial bank.</p>	O	<p>No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.</p>
F	<p>Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.</p>	P	<p>A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years’ experience investing in instruments authorized by Sections 53601 and 53635.</p>
G	<p>Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer.</p>	Q	<p>A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years’ experience investing in money market instruments with assets under management in excess of \$500 million.</p>
H	<p>Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated “A-1” or higher, or the equivalent, by a nationally recognized statistical rating agency.</p>	R	<p>Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.</p>
I	<p>Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).</p>	S	<p>A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years’ experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).</p>
J	<p>No more than 30 percent of the agency’s money may be in negotiable certificates of deposit that are authorized under Section 53601(i).</p>	T	<p>Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.</p>
K	<p>No more than 30 percent of the agency’s money may be invested in deposits, including certificates of deposit, through a placement service (excludes negotiable certificates of deposit authorized under Section 53601(i)). <u>Effective January 1, 2020, no more than 50 percent of the agency’s money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain</u></p>	U	<p>Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American</p>

subject to a maximum of 30 percent of the portfolio.

Development Bank (IADB), with a maximum remaining maturity of five years or less.

9.8. Maturities

To the extent possible, the City of South Pasadena will attempt to match its investments with anticipated cash flow requirements. Securities shall not be purchased which have maturity dates of more than five years. At the time of purchase, no more than one third of the investment portfolio shall have a maturity date in excess of three years into the future.

All investment instruments will be acquired with a view toward holding such instruments to their maturity, thereby avoiding risks to loss of principal due to market fluctuations.

10.9. Portfolio Adjustments

The moneys entrusted to the City Treasurer will be a passively managed portfolio. However, the City Treasurer will make best efforts to observe, review, and react to changing conditions that affect the portfolio. Should any investments exceed a percentage-of-portfolio limitation due to an incident such as fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses. When no loss is indicated, the Treasurer shall consider restructuring the portfolio basing his decision on the expected length of time the portfolio will be unbalanced. If this occurs, the City Council shall be notified by information contained in the next monthly report as required in Section 6 of this policy.

11.10. Authorized Banks and Security Dealers

In selecting financial institutions for the deposit or investment of City funds, the Treasurer shall consider the credit-worthiness of institutions, and utilize only those depositories that are qualified public depositories as established by state law. In addition, only broker-dealers that are authorized in the state of California will be utilized. The Treasurer shall continue to monitor financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested.

All broker-dealers who desire to become qualified bidders for investment transactions must supply the treasurer with the following items: audited financial statements; Financial Industry Regulatory Authority (FINRA) certification; proof of state registration; and certification of awareness of, and familiarity with South Pasadena's investment policy.

From time to time, the Finance Director will review the broker-dealer relationships, fees and charges for reasonableness and competitiveness.

12.11. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any financial interests in financial institutions that conduct business within the City of South Pasadena, and they shall further disclose any large personal financial investment positions that could be related to the performance of the City, particularly with regard to the timing of purchases and sales.

13.12. Safekeeping and Custody

At a minimum, securities will be held in safekeeping in an account in the name of the City of South Pasadena at a broker which is adequately insured by Securities Investor Protection

Corporation. Securities purchased from broker/dealers may be on a “delivery versus payment” basis and held in a third party custodian account in a manner that establishes the City's right of ownership.

| 14.13. Internal Control

The City Treasurer and Deputy City Treasurers are responsible for ensuring compliance with the City's Investment Policy as well as for establishing systems of internal control designed to prevent losses due to fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by City officers and employees. No investment personnel may engage in an investment transaction except as provided under the terms of this policy. No investment transaction, other than cash movements between Bank of the West and LAIF, will occur without the authorization of the City Treasurer and one of the Deputy City Treasurers as defined in Section 5 of this policy. In the absence of the City Treasurer, the Mayor shall authorize investment transactions on his/her behalf.

To strengthen internal control there are specific limits set on the locations to which the Treasurer or his representative may make transfers of funds via telephone. The Treasurer hereby has the limited authorization to make telephone transfers of funds *only* between the City's bank account, the City's investment accounts at the LAIF and the City's broker-dealer after an investment decision has been made. Telephone transfers can only be made among these three accounts. Any other transfers of funds must be executed through written means (such as a check or warrant) or normal electronic funds transfers with adequate written documentation and approval. The City's bank, broker-dealer, and the Local Agency Investment Fund are informed in writing of these limitations.

At the time of the annual audit of the City's financial statements, the audit program by the independent auditor will include an evaluation and report to the City Council regarding the compliance with the City's investment policy.

| 15.14. Statement of Investment Policy

The Statement of Investment Policy shall be updated annually in the month of August by the City Treasurer and Finance Commission, and submitted to the City Council for review and adoption.



City Council Agenda Report

ITEM NO. 10

DATE: October 20, 2021
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager
SUBJECT: **Monthly Investment Report for August 2021**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for August 2021.

Commission Review and Recommendation

N/A

Executive Summary

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report provides assurance that the City is in compliance with California Code Section 53646, whereby the investment liquidity meets the City's expenditure requirements for the next six months.

Discussion/Analysis

The City's investments held at Zions Bank have been stable compared to the prior month, the market value decreased by \$31,856.

Background

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

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available at the City Clerk's Office.

Fiscal Impact

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

Public Notification of Agenda Item

The public was made aware that this item 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. City Investment Report for August 2021

ATTACHMENT 1
City Investment Reports for August 2021

Exhibit A

City of South Pasadena
INVESTMENT REPORT
August 31, 2021

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
			158294		
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.221%	62.84%	29,523,472.03	29,523,472.03
SUBTOTAL			62.84%	29,523,472.03	29,523,472.03
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.60%	10.90%	5,121,107.26	5,153,291.23
Government Agency Securities	See Exhibit B-1	1.55%	8.19%	3,849,146.53	3,883,906.85
US Treasury Notes & Bonds	See Exhibit B-1	1.61%	18.07%	8,490,981.07	8,628,203.95
SUBTOTAL			26.26%	17,461,234.86	17,665,402.03
TOTAL INVESTMENTS			89.10%	\$46,984,706.89	\$47,188,874.06

BANK ACCOUNTS:

Bank of the West Account Balance:	\$8,243,322.80
Zions Bank Uninvested Cash Balance ¹ :	\$140,242.47
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,302.16

Footnotes:

¹ The Zions Bank Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

² The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

Required Disclosures:

Average weighted maturity of the portfolio	306 DAYS
Average weighted total yield to maturity of the portfolio	0.844%
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 18,262,684
Projected with FY 2022 Adopted Budget:	\$ 29,986,130

* Current market valuation is required for investments with maturities of more than twelve months.

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Gary Pia, City Treasurer

10/12/2021

Date

ZIONS BANK®

Statement of Account

August 1, 2021 Through August 31, 2021

South Pasadena Custody

Account Number : [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

Cash Reconciliation

	Income	Principal
<i>Opening Balance August 1, 2021</i>	\$ 195,652.01	\$ -195,652.01
Receipts		
Sales	0.00	0.00
Interest	30,701.57	0.00
Dividends	0.90	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	30,702.47	0.00
Disbursements		
Purchases	0.00	0.00
Fees	0.00	0.00
Other Disbursements	0.00	-1,519.67
Transfers	0.00	0.00
Total Disbursements	0.00	-1,519.67
Net Cash Management	0.00	-29,182.80
<i>Closing Balance August 31, 2021</i>	\$ 226,354.48	\$ -226,354.48

Portfolio Summary

August 31, 2021	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.79%	140,242.47	14.02	0.01%
Fixed Income	99.21%	17,665,402.03	332,775.99	1.88%
<i>Total Portfolio</i>	100.00 %	17,805,644.50	332,790.01	1.87%
<i>Accrued Income</i>		81,705.71		
<i>Total Market Value</i>		17,887,350.21		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
140,242.47	Fidelity Gov Port III FCGXX		140,242.47	1.00	140,242.47	14.02	0.01%	1.15	
140,242.47	* * Sub Totals * *		140,242.47		140,242.47	14.02	0.01%	1.15	
<u>Corporate Bonds (30/360)</u>									
172,000	American Express Cr Corp Mt	2.700%	03/03/2022	173,464.69	101.05	173,808.27	4,644.00	2.67%	2,296.06
86,000	Burlington Northn Santa Fe	3.050%	03/15/2022	87,215.02	100.81	86,700.15	2,623.00	3.03%	1,208.92
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	101.70	172,894.93	4,590.00	2.65%	1,371.87
170,000	Bristol-Myers Squibb Co	2.000%	08/01/2022	170,502.37	101.66	172,820.33	3,400.00	1.97%	275.42
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	103.32	172,542.72	5,177.00	3.00%	650.74
295,000	JPMorgan Chase & Co	3.200%	01/25/2023	312,629.53	104.16	307,269.05	9,440.00	3.07%	922.91
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	103.54	173,950.23	4,956.00	2.85%	429.15
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	103.02	128,771.94	3,000.00	2.33%	67.04
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	105.05	171,233.76	5,501.25	3.21%	1,613.50
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	103.64	87,059.41	1,848.00	2.12%	825.92
165,000	Deere John Capital Corp	3.650%	10/12/2023	169,418.28	106.96	176,482.00	6,022.50	3.41%	2,321.52
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	107.53	172,048.74	5,920.00	3.44%	1,653.63
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	107.77	172,424.83	6,000.00	3.48%	1,608.94
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	107.25	217,713.33	7,612.50	3.50%	1,786.17
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	107.86	86,290.70	2,880.00	3.34%	1,126.26
163,000	Comcast Corp New	3.700%	04/15/2024	174,127.48	107.94	175,947.84	6,031.00	3.43%	2,274.26
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	105.21	174,656.10	4,357.50	2.49%	1,278.04
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	104.35	87,654.29	1,806.00	2.06%	75.67
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	105.36	217,038.62	4,892.50	2.25%	204.99
169,000	Exxon Mobil Corp	2.019%	08/16/2024	176,853.43	104.32	176,295.82	3,412.11	1.94%	133.43
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	104.40	87,691.98	1,848.00	2.11%	924.00
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	104.95	221,450.94	4,642.00	2.10%	1,543.01
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	105.27	174,748.89	3,735.00	2.14%	1,679.71
169,000	Target Corp	2.250%	04/15/2025	178,401.47	105.14	177,688.60	3,802.50	2.14%	1,433.90

Holdings

Shares / PV	Asset Description			Cost	Price	Market Est	Ann Inc	Yield	Acc Income
172,000	Chevron Corporation	1.554%	05/11/2025	178,135.52	102.57	176,422.99	2,672.88	1.52%	813.81
173,000	US Bancorp	1.450%	05/12/2025	178,575.79	102.33	177,023.18	2,508.50	1.42%	756.75
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	110.97	216,394.05	7,556.25	3.49%	612.10
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	109.56	173,102.00	5,293.00	3.06%	2,439.51
87,000	Prudential Finl Inc	1.500%	03/10/2026	88,725.21	101.93	88,676.95	1,305.00	1.47%	619.69
178,000	Schwab Charles Corp	1.150%	05/13/2026	178,776.08	100.56	179,004.57	2,047.00	1.14%	611.81
165,000	Intel Corp	2.600%	05/19/2026	176,779.35	107.57	177,484.02	4,290.00	2.42%	1,210.31
4,914,000	** Sub Totals **			5,121,107.26		5,153,291.23	133,813.49	2.60%	34,769.04
	<u>Government Agency Securities</u>								
511,000	FHLMC	2.375%	01/13/2022	526,659.76	100.84	515,315.25	12,136.25	2.36%	1,593.31
375,000	Federal Natl Mtg Assn	2.875%	09/12/2023	379,434.75	105.36	395,097.73	10,781.25	2.73%	5,059.36
833,000	Federal National Mortgage As	2.500%	02/05/2024	837,375.35	105.38	877,799.39	20,825.00	2.37%	1,454.26
555,000	Federal Natl Mtg Assn	1.625%	01/07/2025	578,332.20	103.98	577,076.36	9,018.75	1.56%	1,335.18
808,000	Federal Natl Mtg Assn	0.500%	06/17/2025	811,290.91	99.75	806,016.80	4,040.00	0.50%	823.80
717,000	Federal Natl Mtg Assn	0.500%	11/07/2025	716,053.56	99.39	712,601.32	3,585.00	0.50%	1,131.58
3,799,000	** Sub Totals **			3,849,146.53		3,883,906.85	60,386.25	1.55%	11,397.49
	<u>U.S. Treasury Notes & Bonds</u>								
966,000	United States Treas Nts	2.000%	10/31/2021	968,711.16	100.32	969,074.78	19,320.00	1.99%	6,457.50
532,000	United States Treas Nts	1.625%	12/31/2021	532,783.05	100.52	534,759.48	8,645.00	1.62%	1,456.49
885,000	United States Treas Nts	1.750%	07/15/2022	888,242.61	101.45	897,790.91	15,487.50	1.73%	1,978.02
828,000	US Treasury Nts	1.750%	01/31/2023	829,574.18	102.29	846,953.75	14,490.00	1.71%	1,220.63
956,000	US Treasury Note	1.375%	06/30/2023	956,287.01	102.18	976,875.22	13,145.00	1.35%	2,214.65
755,000	U S Treasury Notes	2.875%	11/30/2023	781,535.95	105.87	799,297.36	21,706.25	2.72%	5,456.22
719,000	U.S. Treasury Notes	2.125%	03/31/2024	713,017.92	104.64	752,337.87	15,278.75	2.03%	6,387.02
1,020,000	US Treasury N/B	2.000%	04/30/2024	1,029,538.00	104.44	1,065,302.28	20,400.00	1.91%	6,818.48
529,000	United States Treas Nts	0.500%	03/31/2025	532,315.41	99.89	528,400.64	2,645.00	0.50%	1,105.70
539,000	United States Treas Nts	0.375%	01/31/2026	537,062.83	98.59	531,420.58	2,021.25	0.38%	170.27
725,000	United States Treas Nts	0.750%	03/31/2026	721,912.95	100.14	725,991.08	5,437.50	0.75%	2,273.05

Holdings

Shares / PV	Asset Description	Cost	Price	Market Est	Ann Inc	Yield	Acc Income
8,454,000	** Sub Totals **	8,490,981.07		8,628,203.95	138,576.25	1.61%	35,538.03
17,307,242.47	** Grand Totals **	17,601,477.33		17,805,644.50	332,790.01	1.87%	81,705.71

Cash Summary

<i>Principal Cash</i>	-226,354.48
<i>Income Cash</i>	226,354.48
<i>Invested Income</i>	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 195,652.01	\$ -195,652.01	\$ 17,964,059.38
	<u>Interest</u>			
08/02/2021	Interest Bank Of America Corp 3.8750% 08/01/25	3,778.13		
08/02/2021	Interest Bristol-Myers Squibb Co 2.0000% 08/01/22	1,700.00		
08/02/2021	Interest US Treasury Nts 1.7500% 01/31/23	7,245.00		
08/02/2021	Interest United States Treas Nts 0.3750% 01/31/26	1,010.63		
08/05/2021	Interest Federal National Mortgage Asso 2.5000% 02/05/2	10,412.50		
08/16/2021	Interest Exxon Mobil Corp 2.0190% 08/16/24	1,706.06		
08/16/2021	Interest Paccar Financial Corp 2.1500% 08/15/24	903.00		
08/16/2021	Interest Unitedhealth Group Inc 2.3750% 08/15/24	2,446.25		
08/23/2021	Interest Amazon Com Inc 2.4000% 02/22/23	1,500.00		
	Sub Total	30,701.57	0.00	0.00
	<u>Dividends</u>			
08/02/2021	Dividend Fidelity Gov Port III FCGXX Interest From 07/01/2021 To 07/31/2021	0.90		
	Sub Total	0.90	0.00	0.00
	<u>Disbursements</u>			
08/10/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec 9 Custody Agmnt Inv#10823021218 dtd Aug 6, 2021 Acct#255-138705		-1,519.67	
	Sub Total	0.00	-1,519.67	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
<u>Cash Management</u>				
08/02/2021	Sweep - Buy Fidelity Gov Port III FCGXX 13734.66 Par Val @ \$1.00		-13,734.66	13,734.66
08/05/2021	Sweep - Buy Fidelity Gov Port III FCGXX 10412.5 Par Val @ \$1.00		-10,412.50	10,412.50
08/10/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1519.67 Par Val @ \$1.00		1,519.67	-1,519.67
08/16/2021	Sweep - Buy Fidelity Gov Port III FCGXX 5055.31 Par Val @ \$1.00		-5,055.31	5,055.31
08/23/2021	Sweep - Buy Fidelity Gov Port III FCGXX 1500 Par Val @ \$1.00		-1,500.00	1,500.00
Sub Total		0.00	-29,182.80	29,182.80
Ending Balances		\$ 226,354.48	\$ -226,354.48	\$ 17,993,242.18

**Corporate Trust Services provided by Zions Bancorporation, N.A.
Statement Disclosures & Other Important Information**

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
August 31, 2021**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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BNY Mellon Project Fund

1	Cash		0.63	0.010%	0.63	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,301.53	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.41%	158,302.16	0.250%	158,292.44	0.250%		1	
Total Project Fund			158,302.16	0.250%	158,292.44	0.250%		1	

Exhibit C

**August 31, 2021
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Agenda Report

ITEM NO. 11

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *Al*

PREPARED BY: Tara Schultz, Interim Human Resources & Risk Manager

SUBJECT: **Reorganization of the City Manager's Department and Creation of a new Management Services Department and Adjustment to Fire Chief Salary Range**

Recommendation

It is recommended that the City Council consider the following actions:

1. Approve the Reorganization of the City Manager's Department, establishing a new Deputy City Manager position; and
2. Approve the creation of a new Management Services Department and a new Management Services Director position and adjust the Fire Chief's salary range.
3. Appropriate \$85,716 to City Manager Department / Salaries – Permanent Account 101-2010-2011-7000-000 to cover the cost of the new Deputy City Manager.
4. Appropriate \$82,116 to Management Services Department / Salaries – Permanent Account 101-2030-2031-7000-000 to cover the cost of the new Management Services Director.
5. Appropriate \$10,530 to Fire Department/Salaries – Permanent Account 101-5010-5011-7000-000 to cover the cost of the increase the salary range for the Fire Chief.

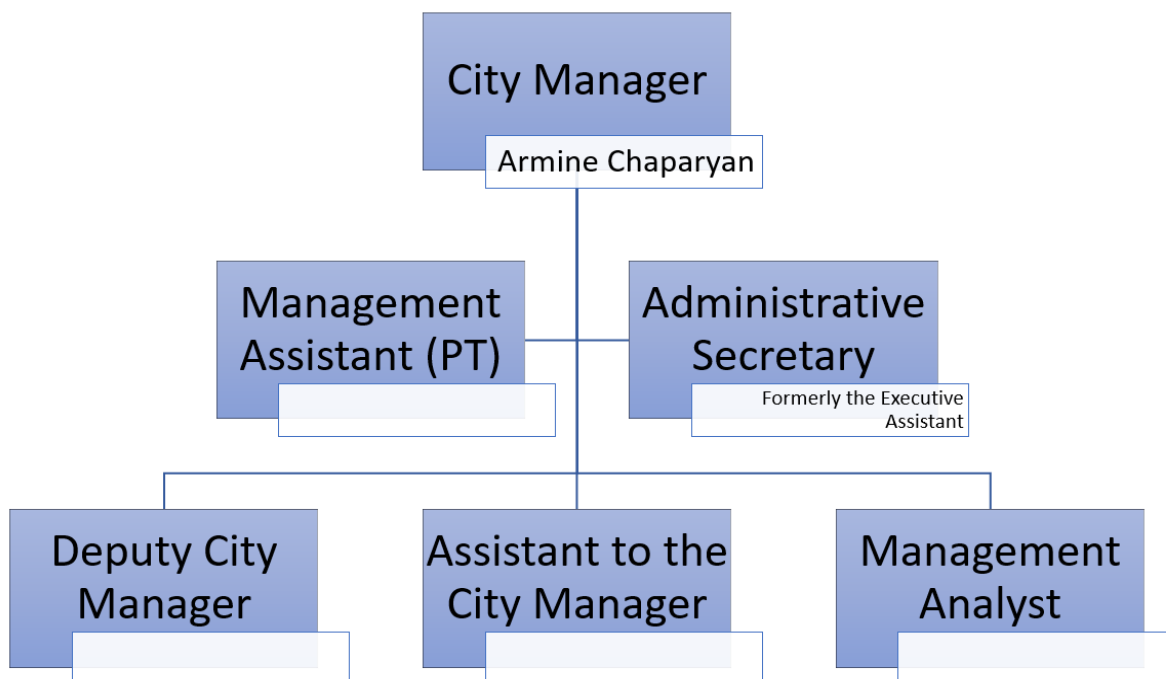
Discussion/Analysis

With the many staffing changes in the City Manager's Department, formally known as Management Services, it has afforded staff the opportunity to evaluate the needs of the Department and its structural efficiencies. Staff is proposing a reorganization of the department to create two new departments – a City Manager Department and a Management Services Department.

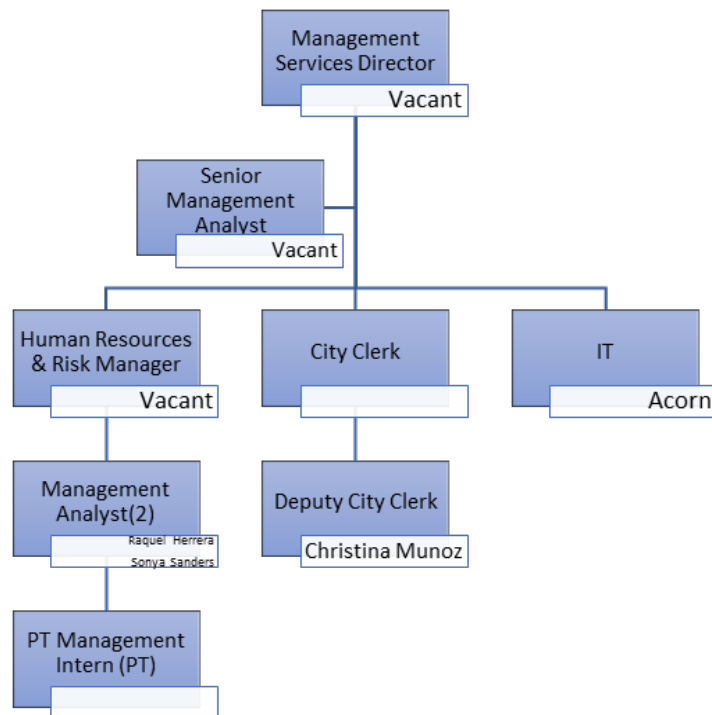
The City Manager's Department would be headed by the City Manager and remain responsible for the day to day operation of the City on behalf of the City Council. This Department would continue to be responsible for community engagement and outreach, strategic planning, legislative affairs, and coordinating the activities of the City Council and the City Attorney under direction of the City Manager and the proposed Deputy City Manager position. The proposed Deputy City Manager would assist the City Manager with the administration and implementation of City policies and programs and work with the Department Heads to coordinate projects and programs as directed by the City Manager. The Deputy City Manager will be responsible for the

upgrading and management of the City’s website, community engagement, and act as the City’s Ombudsman to the business community assisting with economic development activities within the City.

The City Manager is also proposing that the Executive Assistant position for the City Manager’s Department be reclassified to an Administrative Secretary position. This position would still be responsible for assisting the City Manager, City Council and City Attorney with scheduling and general office administrative duties of the City Manager’s Department. The reclassification of this position will result in a savings of \$12,786, which would offset some of the additional cost associated with the new Deputy City Manager and Management Services Director positions. Below is the proposed organization chart for the City Manager’s Department.



The new Management Services Department would be led by a new Management Services Director responsible for the oversight of the Human Resources Division and the City Clerk’s Division, Information Technology, Grants Management, and special projects. Among the management responsibilities of the Management Services Director are the creation and implementation of an electronic document management system to track and maintain important City documents, including contracts and Public Records Requests. The Director will also participate in labor negotiations and coordinate the contract for the City’s technology provider. Below is the proposed organization chart for the new Management Services Department.



Staff is additionally seeking Council authorization to increase the salary range of the Fire Chief to be equal to that of the Police Chief. No changes are proposed to the job description.

Alternatives

Maintain the organization as is.

Fiscal Impact

Cost associated with creating two new departments out of the existing Management Services Department for the remainder of the fiscal year are estimated to be \$167,840. These costs are due to the creation of the Deputy City Manager position and the Management Services Director position. The recruitment of these positions will be at the discretion of the City Manager to fill expeditiously. The cost associated with the adjustment to the Fire Chief’s salary range is \$10,530 for the remainder of the fiscal year.

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) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA REORGANIZING THE MANAGEMENT SERVICES DEPARTMENT TO CREATE A CITY MANAGER'S DEPARTMENT AND A MANAGEMENT SERVICES DEPARTMENT, ESTABLISH A NEW DEPUTY CITY MANAGER AND MANAGEMENT SERVICES DIRECTOR POSITION, ADJUST THE SALARY RANGE FOR THE FIRE CHIEF, AND ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES
 - a. Exhibit "A" Deputy City Manager and Management Services Director job description/classification specifications
 - b. Exhibit "B" Deputy City Manager, Management Services Director and Fire Chief salary schedule

ATTACHMENT 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA REORGANIZING THE MANAGEMENT SERVICES DEPARTMENT TO CREATE A CITY MANAGER'S DEPARTMENT AND A MANAGEMENT SERVICES DEPARTMENT, ESTABLISH A NEW DEPUTY CITY MANAGER AND MANAGEMENT SERVICES DIRECTOR POSITION, ADJUST THE SALARY RANGE FOR THE FIRE CHIEF, AND ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES

- a. Exhibit "A" Deputy City Manager and Management Services Director job description/classification specifications
- b. Exhibit "B" Deputy City Manager, Management Services Director and Fire Chief salary schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA REORGANIZING THE MANAGEMENT SERVICES DEPARTMENT TO CREATE A CITY MANAGER'S DEPARTMENT AND A MANAGEMENT SERVICES DEPARTMENT, ESTABLISH A NEW DEPUTY CITY MANAGER AND MANAGEMENT SERVICES DIRECTOR POSITION, AND ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES, AND ADJUSTING THE FIRE CHIEF'S SALARY RANGE

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

WHEREAS, the City wishes to reorganize the Management Services Department to create a new City Manager's Department and a Management Services Department; and

WHEREAS, the creation of a new Deputy City Manager position and a new Management Services Director classification; and

WHEREAS, these positions are unrepresented management; and

WHEREAS, the City wishes to adjust the salary range of the Fire Chief to be commensurate with that of the Police Chief.

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

SECTION 1. That the Management Services Department shall be reorganized to a new City Manager's Department and a new Management Services Department.

SECTION 2. That the classifications of Deputy City Manager and Management Services Director are hereby established.

SECTION 3. That the job descriptions for the Deputy City Manager and Management Services Director, attached hereto as shown in Exhibit A, are hereby adopted.

SECTION 4. The Deputy City Manager and Management Services Director classifications are unrepresented management classifications.

SECTION 5. The base salary schedule for the positions of Deputy City Manager and Management Services Director, as set forth in Exhibit B, are hereby established,.

SECTION 6. The base salary schedule for the position of Fire Chief, as set forth in Exhibit B, is hereby adjusted.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 20th day of October, 2021.

Mayor Diana Mahmud

ATTEST:

APPROVED AS TO FORM:

Christina Munoz, Acting Deputy City Clerk
(seal)

Andrew Jared, 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 20th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED: None

Christina Munoz, Acting Deputy City Clerk
(seal)

EXHIBIT "A"

CITY OF SOUTH PASADENA DEPUTY CITY MANAGER

DEFINITION

Under general direction of the City Manager, the Deputy City Manager leads citywide projects and programs, and provides ongoing assistance and support to the City Manager, City Council, and Department Heads; manages and coordinates administrative activities for the City Manager's Office, including Community Outreach and Economic Development functions, and assisting with the City Council; performs complex professional, confidential, and analytical duties; and serves as a subject matter expert on the City's resources. Provides leadership for the definition and development of a shared vision, strategy, and goals for all City activities.

This is a single position class that performs professional level administrative work, which requires independent judgment in the execution of duties which are typically sensitive and may impact citywide operations. The incumbent is considered to be an administrative generalist and may be assigned specific activities within a broad range of administrative operations. This is an At-Will, and serves at the pleasure of the City Manager. It is part of the unrepresented management group. Exempt classification.

SUPERVISION EXERCISED

Exercises direct supervision over technical and clerical staff in the City Manager's Office, including the Assistant to the City Manager and the Management Analyst and provides assistance to the City Attorney when necessary. May be assigned as a temporary supervisor to teams or groups of professional, paraprofessional, and technical staff on a project basis.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Oversee assigned programs and administrative support functions; manage the operations of the City Manager's Office, including Community Outreach and Economic Development functions, ensuring the effective and efficient completion of department assignments. Supervise and evaluate clerical and technical staff; assign and prioritize work.

Provide professional comprehensive analytical assistance to the City Manager regarding citywide issues, programs, goals and objectives, and/or operations; ensure materials are accurate, complete, and in compliance with City standards, policies, and procedures.

Coordinate activities with other departments and outside agencies and organizations; as assigned, provide staff assistance to the City Manager and City Council; conducts research, performs analysis, and prepares and presents staff reports and other necessary correspondence; may assist with management review of Council agenda items

Monitor and maintain compliance with pertinent federal, State, and local laws, codes, regulations, and ordinances; assist in implementing procedures to ensure compliance with applicable laws and regulations.

Develops and drafts a variety of City policies and procedures including operational procedures, administrative manuals, ordinances, and resolutions; performs policy analysis on anticipated programs. Collect, compile, and analyze information from various sources on a variety of topics, including proposed legislation; prepare comprehensive reports to present and interpret data; identify alternatives and make and justify recommendations.

Collaborate with City departments and other staff as assigned on the status of pending project assignments; assist in ensuring timelines and given budgets are met.

Develop and administer the City Manager, City Attorney and City Council budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.

Serve as the City's Ombudsman to the business community, coordinating with developers, business and property owners to enhance the commercial opportunities within the City. Investigate, resolve, and/or facilitate communication and resolutions of issues encountered by residents and business owners.

Serve as the City's general Public Information Officer and coordinate efforts with public information officers in other departments. Explain and interpret City regulations and policies to employees, the public, and outside agencies. Respond to emergency and problem situations with tact and diplomacy.

Oversee the City's community engagement efforts through development and execution of specific public information, public education and community relations programs, events, and procedures, including Citywide social media efforts and the City website; respond to requests from the media.

Oversee the activities of the City's Innovation Team.

As assigned, represent the City in relations with the community, advisory committees, authorities, other local, city, county, state, and federal agencies, and professional organizations; serve on committees as assigned; coordinate special events; represent the City in discussions regarding municipal operations.

Initiate and write press releases, public service announcements, articles, speeches and position papers on City activities, programs and policies; determine methods of presentation and distribution.

Chairs or participates in standing or ad hoc committees of substantial importance to the overall direction of city operations or relating to special issues facing the City.

Manage the operations of the City's public cable channel; produce programs for broadcast, including the production, direction, and telecast of City Council meetings.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as required

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Advanced principles and practices of municipal government, including budget preparation and administration.

Principles and practices of government public relations/public education including the use of social media and maintenance of a website; time management and meeting deadlines; record keeping; professional letter writing; information gathering; and supervision, training, and performance evaluation.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.

Pertinent Federal, State, and local laws, codes, and regulations.

Consensus and team building techniques.

Brown Act meeting laws and parliamentary procedures.

Research and reporting methods, techniques, and procedures.

Modern office procedures, methods, and computer software and hardware.

Safe driving principles and practices.

English usage, spelling, grammar and punctuation.

Skill to:

The core competencies related to supervision, leadership, and management including consensus building and team building.

Managing projects and programs.

Prioritizing and assigning work.

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Communicate clearly and concisely, both orally and in writing.

Ability to:

Perform responsible, difficult, and confidential administrative work involving the use of independent judgment and personal initiative, with minimal supervision and direction.

Effectively administer, prioritize, and manage a variety of departmental and Citywide programs, activities, and special assignments.

Develop and administer budgets.

Interpret and apply Federal, State, City and departmental laws, policies, procedures, and regulations.

Identify and analyze problems; identify alternative solutions; project consequences of proposed actions; and implement recommendations in support of goals.

Initiate, prepare, and distribute effective public education materials; develop and implement public education programs.

Evaluate and develop improvements in operations, procedures, policies, and methods.

Understand the organization and operation of the City, the City Council, City Manager's Office, all departments, and outside agencies as necessary to carry out assignments.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Follow oral and written instructions and convey same to subordinates, committee members, and other staff in the organization.

Work extended hours, including some nights, weekends, and holidays, in order to accomplish assignments and to attend City meetings and events.

Minimum Qualifications:

Experience/Training:

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for successful job performance. Example combinations include: Bachelor's Degree from an accredited college or university with major course work in Public or Business administration, or a related field plus five (5) years of responsible professional level administrative and analytical experience in the field of government including three (3) years of supervisory

experience. Equivalent to a Master's Degree in public administration or a related field is highly desirable.

License or Certificate:

Possession of an appropriate, valid driver's license.

FLSA Status: "Exempt"

Effective Date: October 21, 2021

**CITY OF SOUTH PASADENA
MANAGEMENT SERVICES DIRECTOR**

DEFINITION

Under general administrative direction, to plan, direct, manage, and oversee the activities and operations of the Management Services Department including Human Resources, City Clerk, Information Technology, Grants Management and Special Projects; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager. This is an At-Will, and serves at the pleasure of the City Manager. It is part of the unrepresented management group. Exempt classification.

SUPERVISION EXERCISED

Exercises direct supervision over management, supervisory, professional, technical, and clerical staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assume full management responsibility for all Management Services Department services and activities including Human Resources, City Clerk, Information Technology, Grants Management and Special Projects.

Manages the development and implementation of Management Services Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Develop and administers the Management Services Department budgets; directs the forecasting of funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; makes mid-year corrections when necessary.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Oversees the Human Resources Division; monitors work flow; reviews and evaluates work products, methods and procedures related to recruitments, onboarding, benefit administration and disciplinary procedures; participates in Labor Negotiations on behalf of the City Manager.

Oversees the City Clerk to ensure all meetings and committees are appropriately administered and executed; works with the City Manager's office to coordinate City Council meetings and agendas and Special City functions and maintains the records of the City for legal and historical purposes.

Develop and implement an Electronic Document Management System (EDMS) program for the tracking and management of City contracts, documents, Public Records Requests, claims, and other official City records; update and maintain a comprehensive records management program and assist departments in the application and implementation of record management policies, procedures, and techniques.

Oversees the Information Technology contract, ensuring the proper software and hardware are in place to keep the various City Departments functioning at a high level of efficiency; continues to upgrade and keep the City current with trends in technology.

Select, train, motivate, and evaluate Management Services Department personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

Represent the Management Services Department to other City departments, elected officials and outside agencies; explain and interpret Management Services Department programs, policies, and activities; negotiate and resolve sensitive, significant, and controversial issues.

Conduct a variety of organizational studies, special projects, investigations, and operational studies; develop, modify, and implement Departmental and City programs, policies, and procedures as appropriate.

Provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of Management services programs.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operational characteristics, services, and activities of a comprehensive Management Services program.

Organization and management practices as applied to the analysis and evaluation of Management Services programs, policies, and operational needs.

Modern and complex principles and practices of Management Services program development and administration.

Advanced principles and practices of municipal budget preparation and administration.

Principles of supervision, training, and performance evaluation.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the Management Services Department.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient Management Services.

Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and clerical personnel; delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Identify and respond to community and City Council issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:**Experience:**

Graduation from an accredited college or university with a Bachelor's degree in public administration, public policy, human resources, or related field, a Master's degree is highly desirable plus seven years of increasingly responsible administrative services experience including personnel management and supervisory experience.

License or Certificate:

Possession of, or ability to obtain, an appropriate, valid driver's license.

FLSA Status: "Exempt"

Effective Date: October 20, 2021

Exhibit “B”

Deputy City Manager Salary Schedule

(Effective October 20, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Deputy City Manager	\$10,660	\$11,193	\$11,753	\$12,341	\$12,958	\$13,605	\$14,286

Management Services Director Salary Schedule

(Effective October 20, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Management Services Director	\$10,213	\$10,724	\$11,260	\$11,823	\$12,414	\$13,035	\$13,686

Fire Chief Salary Schedule

(Effective October 20, 2021)

Position	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Fire Chief	\$12,699	\$13,334	\$14,001	\$14,701	\$15,436	\$16,207	\$17,018



City Council Agenda Report

ITEM NO. 12

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AC*

VIA: Brian Solinsky, Police Chief
Shannon Robledo, Police Lieutenant

SUBJECT: **Authorize Staff to Accept Funding from the 2020 Urban Area Security Initiative Grant Funds in the Amount of \$62,680 for Mobile Data Computers**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award of \$62,680 from the 2020 Urban Area Security Initiative (UASI) to reflect in the Homeland Security Grant revenue account 274-0000-0000-5036-000.
2. Authorize the City Manager or designee to execute the UASI 2020 Subaward Agreement and related documents to purchase equipment that supports regional homeland security goals.
3. Appropriate \$62,680 to account 274-4010-4019-8520-000 for portion of the Mobile Data Computers (MDCs).
4. Appropriate an additional \$4,000 to the Machinery & Equipment account 101-4010-4011-8520-000 for the remaining portion of the Mobile Data Computers from the General Fund Reserves.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Discussion / Analysis

The UASI program directly supports the national priority of expanding regional collaboration within the National Preparedness Goal, which defines what it means for the whole community to be prepared for all types of disasters and emergencies. The UASI grant is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery from natural or man-made disasters.

The UASI 2020 program will fund projects in high-threat, high density areas selected by the Department of Homeland Security. The UASI grant program was created to support large, "core" cities and those other cities with contiguous borders to the core city. The City of Los Angeles is the region's core city for the UASI grant and allocates funds to the City of South Pasadena. A regional working group and approval authority, made up of UASI stakeholders from throughout the Los Angeles-Long Beach Urban Area, are the governance bodies that determine which regional projects to submit to the Department of Homeland Security for grant funding.

Acceptance of Funding from the 2020 Urban Area Security Initiative Grant Fund

October 20, 2021

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The UASI grant program is 100% federally funded from the Department of Homeland Security and managed through the State of California's Office of Emergency Services and the Los Angeles Mayor's Office of Public Safety. The South Pasadena Police Department has received UASI funding in the past. These funds have been used to purchase necessary equipment, supplies, and training in direct support of overall regional goals to respond to threats and/or acts of terrorism. Once accepted, the grant funds will be put towards MDCs to be selected through the procurement process required by the South Pasadena Municipal Code and the grant requirements.

Background

In April of 2021, \$62,680.00 was awarded to the South Pasadena Police Department as a part of the United States Department of Homeland Security, Federal Emergency Management Agency's UASI 2020 grant. Funds were requested to purchase equipment that supports regional homeland security goals. Specifically, the Police Department requested \$75,000 to fund MDCs, and UASI approved \$62,680 to fund the purchase of ten (10) MDCs. There is no cash or in-kind match required for this grant and the grant terminates on May 31, 2023.

MDCs are vehicle mounted computers that provide law enforcement officers a wide array of information sharing capabilities such as the ability to access, send and receive sensitive information to and from the FBI Criminal Justice Information Services (CJIS) database, the National Crime Information Center (NCIC) database, access local want and warrant databases, criminal histories, firearm registration databases, missing person databases, and multi-State Department of Motor Vehicle databases, among many others. These databases are critical in the effort to identify domestic and international terrorists and persons listed on the FBI watch list, career criminals, missing persons and those restricted from owning or possessing firearms. The SPPD has several antiquated variations of MDCs. All of them are plagued with either software or hardware issues which cannot be resolved and therefore render the devices useless. The purchase of new MDCs will allow field officers to conduct thorough investigations in the field, rapidly identify persons wanted locally and federally, and communicate vital information with respect to anti-terrorist efforts to allied agencies.

Next Steps

1. Comply with the granting agency's purchasing policies.
2. Purchase and install the new MDCs in patrol vehicles.

Fiscal Impact

The City of South Pasadena will receive a grant award in the amount of \$62,680 from UASI 2020 for the purchase and installation of ten (10) Mobile Data Computers. No local matching funds are required for the grant. The UASI grant award of \$62,680 will be appropriated to account 274-4010-4019-8520-000 for a portion of the Mobile Data Computers purchase and installation. Additional \$4,000 from the General Funds will need to be appropriated in account 101-4010-4011-8520-000 to cover the remaining cost of Mobile Data Computers not covered by the UASI grant which also includes some contingency in case of unanticipated cost.

Environmental Analysis

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

Acceptance of Funding from the 2020 Urban Area Security Initiative Grant Fund

October 20, 2021

Page 3 of 3

Public Notification of Agenda Item

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

Attachments:

1. FY 2020 Urban Area Security Initiative (UASI) Grant Program Subaward Agreement between the City of South Pasadena and the Los Angeles Mayor's Office of Public Safety (Pages 1-21 and Exhibits).
2. FY 2020 Urban Area Security Initiative (UASI) Grant Program Department of Homeland Security's Standard Terms and Conditions (Pages 1-58 and Exhibits).
3. Budget Appropriation Form

ATTACHMENT 1
FY 2020 Urban Area Security Initiative (UASI)
Grant Program Subaward Agreement



SUBAWARD AGREEMENT

Subrecipient: City of South Pasadena

Title: FY 2020 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2020 Standard Assurances for all Cal OES Federal Grant Programs
- Exhibit C Financial Management Forms Workbook
- Exhibit D Modification Request and Reimbursement Request Forms
- Exhibit E CalOES Forms
- Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF SOUTH PASADENA

THIS SUBAWARD AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the City of South Pasadena (“South Pasadena”), (the “Subrecipient”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2020 Urban Area Security Initiative Grant Program, FAIN # EMW-2020-SS-00032, CFDA #97.067, Federal Award Date October 23, 2020. This is not a “Research & Development” award as defined in 2 CFR §200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR §200.56 and 200.331.

The “Federal awarding agency” (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (“DHS”).

The State of California, through its Governor’s Office of Emergency Services (“CalOES”), acts as the “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area (“LA/LBUA”) in the amount of \$56,236,000.

The City, acting through its Mayor’s Office of Public Safety (“Mayor’s Office”), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$62,680.00**

Subaward Period of Performance (“Term”): **September 1, 2020
to May 31, 2023**

Match Requirement: **None**

Subrecipient Identifier: _____

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party: City of Los Angeles
Authorized Representative: Jeff Gorell, Deputy Mayor
Authorized Department: Mayor's Office of Public Safety
Address, Phone, Fax, E-mail: 200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213) 978-0687
Email: jeff.gorell@lacity.org

Party: City of South Pasadena
Authorized Representative: Shannon Robledo, Lieutenant
Authorized Department: South Pasadena Police Department
Address, Phone, Fax, E-mail: 1422 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7265
Email: srobledo@southpasadenaca.gov

With a copy to:

Brian Solinsky, Chief
South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7265
Email: bsolinsky@southpasadenaca.gov

Alison Wehrle
South Pasadena Police Department
1422 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7273
Email: awehrle@southpasadenaca.gov

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 20-1156) 3/24/21)

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2020 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2020 DHS Standard Terms and Conditions ("DHS Standard Conditions") (Exhibit A), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2020 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2020 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (Exhibit B), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (Exhibit C).

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as Exhibit C. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as Exhibit D), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit E, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation (“EHP”) request form, and (5) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and

Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons

due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual*

Property Rights section of the DHS Standard Conditions and the CalOES Assurances.

- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 19 Subaward:
 - 1. Subaward funding is subject to restricted drawdown for the duration of the Term;
 - 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting

- overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
 4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations

governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and

performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ [Attorney]</p> <p>Date _____</p>	<p>For: CITY OF SOUTH PASADENA</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #20-1156; Date of Approval: 3/24/21
 City Contract Number: _____

ATTACHMENT 2
FY 2020 UASI Department of Homeland Security
Terms and Conditions

EXHIBIT A

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

- XIV. False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)
- XV. Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
- XVI. Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- XVII. Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
- XVIII. Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)
- XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XX. Lobbying Prohibitions**
Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#),) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipients received—
 - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

2020 DHS Standard Terms and Conditions

- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions For purposes of this award term:

- a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe.
 - 2) A foreign public entity.
 - 3) A domestic or foreign nonprofit organization.
 - 4) A domestic or foreign for-profit organization.
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive:* means officers, managing partners, or any other employees in management positions.
- c. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

2020 DHS Standard Terms and Conditions

- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
 - 2) Procure a commercial sex act during the period that the award is in effect.
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2020 DHS Standard Terms and Conditions

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or

2020 DHS Standard Terms and Conditions

another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A governmental organization, which is a state, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

2020 DHS Standard Terms and Conditions

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT B



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: Los Angeles / Long Beach UASI

Signature of Authorized Agent: *Gabriela Jasso*
Gabriela Jasso (Jan 13, 2021 15:53 PST)

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 01/12/21

EXHIBIT C

Project Information														
National Priority	Line #		Mayor's Office ID #	LALB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
	Project Letter	Item #												
	B	3	5	IJ-2	South Pasadena	Police Department	Mobile Data Terminal Units	UASI	LE	Equipment	Information Technology	N/A	\$ 62,680.00	\$56,236,000.00

EXHIBIT D

LALB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
Grant Specialist to complete						UASI 20
Contract Amount	\$	Summary and reason for modification request:				
Revised Amount	\$	Equipment Ledger				
Amendment Y/N?		Training Ledger				
25% Increase	\$	Organization Ledger				
Council/14.8 Y/N?		Planning Ledger				
		Exercise Ledger				

Modified From:												
Project Letter	Item #	Sub Line #	Project Name	Investment Justification (J)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
From										\$ -		
From										\$ -		
From										\$ -		
From										\$ -		
From										\$ -		
Total:										\$ -		

Modified To:												
Project Letter	Item #	Sub Line #	Project Name	Investment Justification (J)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
To								\$ -	\$ -	\$ -		
Total:										\$ -		

MOPS Use Only:		
Grant Specialist	Date Received	Date Approved by MOPS
		Modification #
		Notes
FMU Verification-- Name		
		Modification #
		Notes

EXHIBIT E

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____ Aviation Related Equipment _____
--

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.
5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _____ Alternate/Back-up/Duplicate EOC _____

2. Physical address of facility:

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs ² (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
TOTAL - EOC Supplies and Equipment		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: _____

Date: _____

(Name)

(Signature)

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115

Expiration: 4/30/2020

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx)*.

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? Yes No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** **If so, Complete Section D.**

4. **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: Attached
- c. Complete Section D.

6. **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? Free standing Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within 1/2 mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within 1/2 mile of the proposed site? Yes No

• Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? Yes No

• If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? Yes No

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? Yes No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? Yes No

• If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? Yes No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. Project Installation

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? Yes No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

- c. Would the equipment use the existing infrastructure for electrical distribution systems? Yes No

- If no, describe power source and detail its installation at the site: _____

2. Age of structure/building at project site

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? Yes No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/> Yes No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: Required
 - Labeled, color photograph of each location where equipment would be attached to a building or structure: Required
 - Labeled, color aerial photographs of the project site: Required
 - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached
 - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached
- b. Are there technical drawings or site plans available? Yes No
- If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?

Yes No

• If yes, attach documentation with this form:

Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes No

• If yes, attach documentation with this form:

Attached

c. Was a NEPA document prepared for this project?

Yes No

• If yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,1 this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

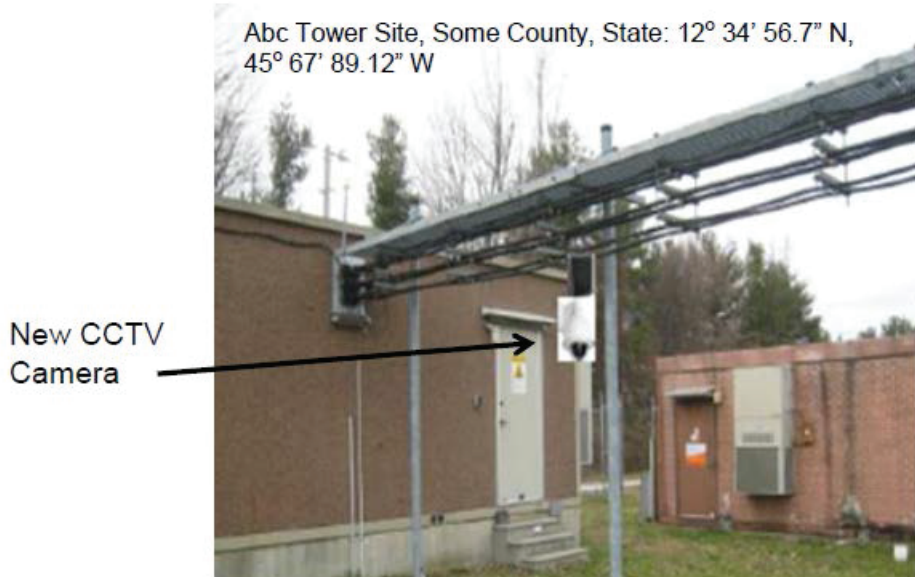


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



6ft and 3ft
Microwave
Dishes at 50ft

4ft Microwave
Dish at 20ft

Any County Tower, State: 12.3456° N, 34.5678° W

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

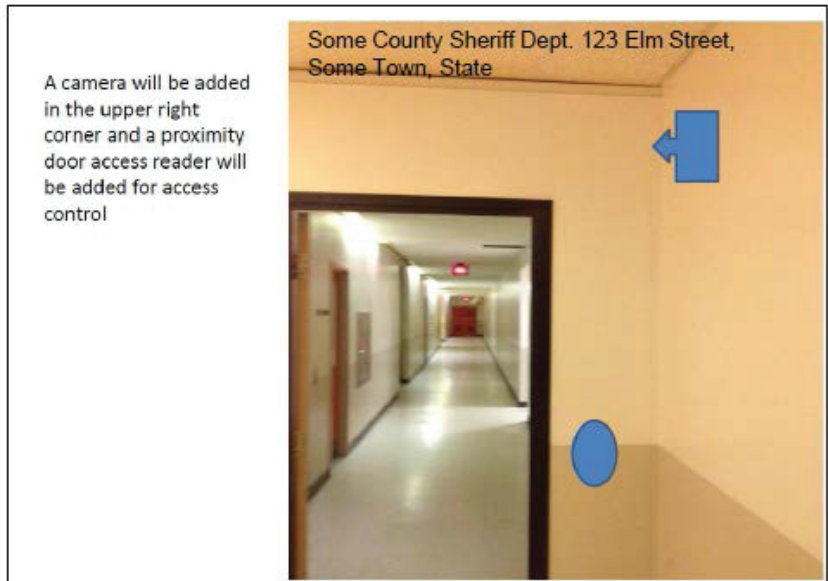


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION
FOR USE WITH FY2020 AND PRIOR YEAR GRANT AWARDS ONLY

Grant Program:	_____		
Grant Award No.(s):		FIPS #:	
Subrecipient Name:	_____		
If Subaward, list second-tier subrecipient:	_____		
Project No.(s):	_____		
Project Title(s):	_____		
Requested Amount:		Contract Total:	
Vendor:	_____		

Please complete the following questions based on the entity making the purchase.

1. Describe what the proposed vendor/contractor will provide:

2. Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?

Yes No

If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.
3. Is this noncompetitive procurement being made under a multi-year contract?

Yes No

If No, proceed to question 6.
4. If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?

Yes No

If No, proceed to question 6.
5. If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?

Yes No

Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) including modifications. Modifications include any change to the original contract, including extensions.

If Yes, proceed to question 8.
 If No, proceed to question 10.

6. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below. See 2 C.F.R. Part 200, Subpart D, §200.320 (f).

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

7. Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).

8. Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.

9. Do you have documentation to support profit negotiation? See 2 C.F.R. Part 200, Subpart D, §200.323 (b).

Yes No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

10. Certification:			
This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.			
Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

Cal OES Internal Use Only

Date Submitted:

Procurement Type: Single Source Public Emergency Inadequate Competition

Attachments enclosed:

- Previous Approval Letter
- Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s)
- Cost/Price Analysis
- Other Supporting Documents: _____

Program Representative Review - Comments:

Unit Chief Review - Comments:

Approved Denied

Grants Procurement Compliance Manager – Comments:

Grants Procurement Compliance Manager:

Date:

EXHIBIT F



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY20						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

 Name/Title of Preparer

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #1

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #2

 Signature

 Date

ATTACHMENT 3
Budget Appropriation Form



CITY OF SOUTH PASADENA

BUDGET APPROPRIATION / BUDGET AMENDMENT REQUEST

DEPARTMENT: _____

DATE: _____

TRANSFER TO:

ACCOUNT NO.	ORIGINAL VALUE	ADD	NEW VALUE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

TRANSFER FROM:

ACCOUNT NO.	ORIGINAL VALUE	DELETE	NEW VALUE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

I hereby request an appropriation _____ addition / _____ change to the City of South Pasadena's operating budget for the following reason:

Department Head Approval

Date

Finance Department Approval

Date

Posted By

N/A

City Manager Approval

Date



City Council Agenda Report

ITEM NO. 13

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Shahid Abbas, Public Works Director

SUBJECT: **Authorize the City Manager to Execute the Revised Agreement with Alta Planning + Design, Inc. for a Not-to-Exceed Contract Amount of \$225,000 for the Slow Streets Program**

Recommended Action

It is recommended that the City Council:

Authorize the City Manager to execute the revised agreement and amendments thereto with Alta Planning + Design, Inc. for a not-to-exceed contract amount of \$225,000 for the Slow Streets Program.

Background

On September 27, 2018, the Metro Board awarded \$4 Million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and event staging costs associated with hosting the 626 Golden Streets (Arroyo Fest). The grant required \$105,000 in local match, which can be paid through staff time or in-kind contributions. On March 4, 2020, the City Council authorized Professional Services Agreements (PSAs) with ActiveSGV for services associated with the planning and hosting of the Arroyo Fest (Arroyo Fest), in the amount of \$210,000; and ROW for traffic control services in the amount of \$78,210.

In Fall 2020, the City canceled the Arroyo Fest event and began working with Metro on a plan to reallocate the Cycle 3 Open Streets grant award to support pandemic recovery through the Al Fresco Program. And on May 19, 2021, the City Council authorized then Interim City Manager Joyce to execute the first amendment with Metro to repurpose the Open Streets Grant funds to support pandemic recovery. On June 2, 2021, the City Council appropriated \$25,000 of the \$420,000 repurposed funds to the Golden Street Grant line item 249-2010-2011-8170. Professional Services in Management Services for the pre-design phase of the Slow Streets Program.

Discussion

On June 17, 2021, staff issued an RFP for the Slow Streets Program. Proposals were received from the following firms:

- Alta Planning + Design, Inc., Los Angeles

- Toole Design, Los Angeles

Staff reviewed the proposals and, in compliance with Government Code Section 4526, selected Alta Planning + Design, Inc. as the most qualified consultants for the professional services.

On September 1, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement (PSA) with Alta Planning + Design, Inc. in an amount of \$167,812 and to negotiate a contract amendment for an additional \$57,188 to expand the scope of the work for a total not-to-exceed contract amount of \$225,000. (See Staff Report and Additional Documents for Item 16 of the September 1, 2021 City Council Meeting).

On September 8, 2021, staff consulted with the Mobility and Transportation Infrastructure Commission (MTIC) to seek their input for the selection of the final list of streets for the Slow Streets Program.

Subsequently, staff forwarded the contract to Alta Planning + Design, Inc. for execution of the PSA. However, the consultant requested revisions to the contract agreement originally approved by the City Council on September 1, 2021. The revisions proposed by the consultant to the agreement are marked in red in the attachment. One additional revision is proposed by the City, to clarify the subcontractors to consultant. It is recommended that the following be added as section 6.5: “**Approved Subcontractors.** The following entities are acknowledged as approved subcontractors to Consultant for work to be performed by Consultant under this Agreement: The Arroyo Group, and ActiveSGV.”

Should the City Council reject the revisions proposed by Alta Planning + Design, Inc., at the direction of City Council, staff could proceed with negotiating and executing the contract with Toole Design for the same scope of services as identified in the original request for proposals. The Toole Design proposal was in the amount of \$212,061. The contract would not exceed the \$225,000 allocated for the Slow Streets Program.

Alternatives

The City Council also has the option to authorize the City Manager to negotiate and execute an agreement, and amendments thereto with Toole Design for a not-to-exceed contract amount of \$225,000 for the Slow Streets Program.

Fiscal Impact

The total available funds for the project cost are \$525,000, which includes \$420,000 provided by the Metro grant award and \$105,000 from the local match requirement. The local match for the City can be paid through in-kind contributions.

The \$225,000 for the Slow Street Program was appropriated to the Golden Streets line item 249-2010-2011-8170, Professional Services in Management Services.

Award of Contract for Slow Streets Program

October 20, 2021

Page 3 of 3

Task	Grant Funds
Slow Streets Pre-Design Outreach	\$25,000
Slow Streets Program	\$225,000
Traffic Studies for Mission Street and Meridian Avenue	\$64,985
Slow Streets Program – Implementation	\$105,015
TOTAL PROJECT COSTS	\$420,000
TOTAL AVAILABLE FUNDS	\$420,000

Environmental Analysis

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

Public Notification of Agenda Item

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

Attachment: Revised Professional Services Agreement - Alta Planning + Design, Inc.

ATTACHMENT
Revised Professional Services Agreement –
Alta Planning + Design, Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / ~~Alta~~ Alta Planning ~~and~~ + Design, 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 Alta Planning ~~and~~ + Design, Inc. (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Slow Streets Program.
- 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 June 17, 2021 to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Ghassan Shelleh, Deputy Director of Public Works. 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 Two Hundred Twenty-Five Thousand Dollars (\$225,000).
- 3.5. “Commencement Date”: October 21, 2021
- 3.6. “Termination Date”: Through completion of work

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 consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar

locality under the same or similar circumstances during the same period of time (Standard of Care) and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and ~~in compliance~~ use the reasonable Standard of Care to comply 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. Emily Duchon, Principal, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

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 become and remain the property of City upon payment in full to Consultant without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Any use except for the specific purpose intended by this Agreement will be at the user’s sole risk and without liability or legal exposure to 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,~~ pertaining to, or relating to 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. In no case shall Consultant's cost to defend exceed their proportionate percentage of fault, except that in event that one or more defendants is unable to pay its share of defense costs due to

bankruptcy or dissolution of the business, the bill would require the design professional to meet and confer with other parties regarding unpaid defense costs.

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

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena Slow Streets Program
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. The Commercial General Liability and Automobile Liability limits may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess insurance shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies.

- 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: Margaret Lin, Manager of Long Range Planning and Economic Development, 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. The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's Consultants, Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission, or inconsistency in such services or information.

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

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

If to Consultant

Emily Duchon
Alta Planning ~~and~~ \pm Design, Inc.
Copy: Contract Administrator
Email: contracts@altago.com
711 SE Grand Avenue
Portland, OR 97214
Telephone: (734) 678-7096
Facsimile: (530) 230-9864

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850

Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

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

16. TERMINATION

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are

binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term

of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement. Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law ("Force Majeure Event"), provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent. Under such circumstances, Client shall adjust Consultant's schedule and compensation under this Agreement as may be required.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
Alta Planning ~~and~~ + Design, Inc.

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

EXHIBIT A

Scope of Work

TASK 1. PROJECT INITIATION

Task 1.1: Project Kick-Off Meeting and Schedule

The consultant shall work with the City Project Manager to draft a schedule and hold a kick-off meeting with City staff. The meeting shall be comprised of key staff members from the City and the consultant's team. The goals of the kick-off meeting may include but are not limited to:

- Review project goals and objectives
- Review and confirm scope and project schedule
- Identify relevant project information (e.g. GIS data, road surveys, on-going projects and previous outreach)
- Discuss stakeholder engagement, finalize potential Work Group, and identify potential issues/challenges
- Establish primary points of contact and communication protocols
- Discuss and finalize reporting and invoicing requirements

The consultant shall finalize a project schedule within ten (10) working days after the kick-off meeting, the schedule shall identify project milestones (tasks) and include time for City staff review of work products throughout the project. The meeting summary shall state project goals, objectives and action items.

Anticipated time to complete 2 weeks

DELIVERABLES:

- Agenda
- Meeting Summary of Kick-off Meeting
- Finalized Project Schedule

TASK 2: COMMUNITY OUTREACH PLAN

Task 2.1 Pre-design Outreach Review

The consultant, ActiveSGV, and the Arroyo Group are currently conducting the pre-design public outreach which shall allow the team to seamlessly incorporate the pre-design work into

the project. The consultant shall work with the City to review the outreach information provided by stakeholders and identify issues and opportunities to help determine locations for demonstration installation and the types of infrastructure that will be demonstrated.

Anticipated time to complete: 2 weeks

DELIVERABLES:

- Finalized locations for demonstration installation (2) locations, (1) within business district and (1) on residential street
- Finalize the types of demonstration infrastructure that will be installed

Task 2.2 Community Outreach

Engagement is essential to success of demonstration project. The consultant shall commit to creating an overall engagement strategy that will use a wide array of public outreach strategies and tools. The consultant shall use the pre-design public outreach as well as previous outreach efforts to focus on proven and successful tools that have been used within South Pasadena. The outreach efforts shall engage community members both in the specific demonstration locations as well as the city at large, the consultant shall provide localized outreach such as door-to-door notifications and flyers to local groups and businesses. To engage a wider audience, the consultant shall provide social media kit, tabling at public community events (e.g., Farmer’s Market), and presentations at local community groups. The consultant shall consult and solicit input from the Working Group to provide input on the engagement process and design of the Slow Streets Program and demonstration event. To bolster community engagement, the community outreach shall continue as the demonstration project is in place. The tabling at the Farmers’ Market or other community events continues through the demonstration process.

Anticipated time to complete: 4 months (1 month for project design/location, 3 months for education/engagement (tabling at events))

DELIVERABLES:

- Final Demonstration project strategies and locations
- Outreach materials
 - » Outreach materials design
 - » One (1) round door-to-door notification of project area

- » Up to ten (10) pop up booths in public spaces and at community events (e.g., Farmer’s Market)
- » One (1) round of text banking to South Pasadena residents (to all registered cell phone numbers in South Pasadena)
- » One (1) Social media kit consisting of at least five sample posts for the City—includes professional street and drone photography
- » One (1) round of project poster/flyer distribution to local groups and businesses
- Presentation
 - » Up to two (2) presentations—one (1) local community and one (1) commission meeting or City Council meeting

TASK 3: SLOW STREETS PROGRAM

Task 3.1 Engineering Drawings

The consultant shall provide traffic calming measures that include preparation of directive plans depicting striping layout, curb extension layouts, parking layouts and dimensions needed to properly install the project demonstration improvements. Specifically, the consultant shall prepare directive plans and traffic control plans at (1”= 40’; dual panel) for review and comment by the City of South Pasadena.

The project is tentatively located on Mission Street, and, the design will include curb extensions, temporary parklets, lane reductions, flex bollards, high visibility crosswalks, and Slow Streets signage. Another neighborhood slow street traffic calming measure at a location to be determined during the kick-off meeting shall also be included.

This implementation may feature high visibility crosswalks, chicanes/curb extensions, Slow Streets signage, a mini traffic circle, and bicycle sharrows markings. The directive plans shall show new curb lines, striping, parklet improvements, signage, street names, and other pertinent information to allow for the implementation of these traffic calming measures. The traffic control plans shall adhere to the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) guidelines, NACTO *Urban Design Guidelines* and any applicable City of South Pasadena standard plans. The traffic control plans shall show a breakdown of stages needed to implement materials for the demonstration project. The directive plans and traffic control plans shall be prepared in AutoCAD. This task includes one round of comments from the City and shall be incorporated as the basis for the demonstration project.

Anticipated time to complete: 2 months

DELIVERABLES:

- Draft and Final Slow Streets Directive Drawings

- » Title Sheet/General Notes: 1 Sheet

- » Directive Plans: Up to 4 Sheets

TOTAL: 5 Sheets

- Draft and Final Demonstration Traffic Control Plan

- » General Notes/Details: 1 Sheet

- » Traffic Control: 4 Sheets

TOTAL: 5 Sheets

- The consultant shall prepare the necessary specifications and special conditions required for this project, and get them approved by Public Works staff.
- The project must meet the design requirements, City of South Pasadena NACTO Urban Bikeway Design Guide, and Caltrans Highway Design Manual.

EXCLUSIONS:

1. City of South Pasadena shall make any readily available information accessible to the consultant. This includes all pertinent improvement plans, “to-scale” drawings, “as-built” plans, utility plans, site improvement plans for the project, if available.
2. Utility relocation design, and coordination is not a part of this proposal. However, Consultant is responsible for identifying if utility relocation is required.
3. Except for business license required pursuant to this contract, no permits are required for this project as all processing and reviews will be through City of South Pasadena.

Task 3.2 Community Meetings

Community support is important to the success of the project and ensuring we have a design that addresses the goals of the community is integral to that process. To keep the community informed and engaged in the project, the consultant shall plan, coordinate, and host two community meetings that are open and accessible to the public. Pending COVID-19 physical distancing requirements, these meetings shall be in-person.

The consultant shall present the final demonstration drawings at two (2) community meetings to solicit public input and feedback on the design. The consultant shall provide the feedback in

meeting summaries and work with the city to incorporate community input into the demonstration project. The City shall help in securing the location of the community meetings. To help ensure participation the consultant shall assist in noticing and outreach for the meetings.

Anticipated time to complete: 2.5 weeks

DELIVERABLES:

- Hosting two (2) community meetings at location TBD in City of South Pasadena
 - » Agenda
 - » Presentation
- Two (2) meeting summaries
- Additional noticing/outreach for meeting

Task 3.3 Demonstration Project

The consultant shall coordinate with the Public Works Department to procure, install, maintain, and remove all applicable traffic control devices. The consultant shall prepare traffic control plans in accordance with the CA MUTCD, and coordinate such efforts with the Public Works Department. The implementation plan shall provide details of the roles and responsibilities for the installation of the multi-month demonstration project. This shall include detail on location, time of the installation, and who will be installing which elements. The final design for the demonstration project shall be installed per the traffic control drawings created in task 3.1. The consultant shall coordinate with City staff to procure all necessary traffic control devices and to support the installation through its proposed duration (three (3) month demonstration period). The consultant shall not be purchasing or renting the materials as the city has earmarked \$48,000 for other Public Safety and Traffic Control Equipment/Services as part of the grant repurposing.

Anticipated time to complete: 3 months

DELIVERABLES:

- Demonstration project implementation plan
- Installation, maintenance and removal of demonstration installation
- Photography/documentation of the demonstration project

TASK 4: PROJECT EVALUATION

Tracking the metrics that matter to the community can demonstrate the value of the project. At the kick-off meeting, the consultant shall confirm goal related evaluation criteria for the City. The evaluation methods shall be based on the goals of the project. The tools used to evaluate the demonstration project shall include surveys (English and Spanish), bicycle and pedestrian counts, and observations of user behavior. The bicycle and pedestrian counts shall be conducted using the Southern California Association of Governments Count methodology. These counts shall be conducted in two (2) rounds and three (3) locations with three (3) counts per location for a total of 18 two-hour counts.

The Evaluation Memo shall synthesize the measurable and observational data gathered throughout the course of the project and shall document public support for the types of interventions that are being piloted through the demonstration projects. The consultant shall document community input on proposed changes in street design, and conduct intercept surveys and analysis in targeted locations during the demonstration period the effect of the Slow Street Program strategies.

Anticipated time to complete: 2 months

DELIVERABLES:

- Evaluation survey (English and Spanish/other language as directed by staff)
- Survey summary
- Bicycle and pedestrian count sheets and count summaries
 - Two (2) rounds of manual pedestrian and bicycle counts (three locations) along demo area (three counts per location per SCAG methodology - Tue/Thu AM/AM and Sat) - 18 two-hour counts
- Draft and final evaluation plan

TASK 5: PROJECT ADMINISTRATION

The consultant shall adhere to the project schedules and protocols established in task 1 at the kick-off meeting. The consultant shall regularly report to the City Project Manager, providing email updates and progress reports on or before the 30th day of each month. If there are any project schedule delays, the consultant and the City's Project Manager shall agree on strategies to correct and mitigate the delay to keep the project on schedule.

Anticipated time to complete: Duration of the project

DELIVERABLES:

- Monthly updates (progress report)
- Meeting summaries

TASK 3.1.1 PARKLET/BULB-OUT PROTOTYPE DESIGNS

The consultant shall prepare prototypical parklet designs that would feature upgraded temporary improvement ideas and experiences from currently implemented solutions. All design features shall be moveable or removable in application and shall also include new art and placemaking ideas, as well as potentially new greening and shading. The consultant shall work with Public Works and other relevant City departments to ensure new parklets are safe while also aesthetically pleasing. Prototype parklet designs shall cover angled parking, parallel parking, and bulb-out corner conditions.

Anticipated time to complete: 2 months

DELIVERABLES:

- Up to three (3) enlarged concept plans providing prototypical designs for each of the three prototype parklet design conditions for the project. Concept plans shall express the proposed layout and arrangement of new temporary elements such as: painting / striping, site furniture, planter pots, artwork / art intent, prefabricated shade structures / umbrellas, protective vehicular barriers, raised / pedestal paving areas, and any other elements needed to complete a comfortable and unique outdoor seating space
- One (1) overall concept plan locating parklet prototypes at specific locations with contextual consideration within the framework of the complete project improvements. Prior to commencing work, the “specific locations” shall be proposed by consultant to Public Works for approval.
- Support images for key elements and features
- Conceptual sections/elevations, as needed, to convey design intent for any vertical elements
- Research and options into alternative protective barrier solutions and aesthetic treatments

- Summary report, 11 x 17 format

Task 3.1.2 Parklet/Bulb-Out Prototype Designs – Detailed Design

The consultant shall develop conceptual prototype designs to a detailed design level that could then be provided to a Contractor for implementation. The consultant shall provide specifications as required.

Anticipated time to complete: 2 months

DELIVERABLES:

- Up to three (3) Enlarged Layout and Materials Plans, one for each parklet prototype indicating material / element callouts, element layout dimensions, spot grades, and any other information required to convey implementation intent for the parklets
- One (1) Furniture Schedule indicating detailed supplier information including specific element model numbers, finishes, mounting types, and other information needed to procure prefabricated elements
- Landscape Details, as required, to assist in implementation intent for the parklets
- Planting Design / Planting Schedule, as required, with detailed information about plant types, sizes, and layout intent for any parklet planter pots
- Technical Drawing Sheets, 24”x36” format
- Construction Specifications, These specifications shall conform to the City of South Pasadena NACTO Urban Bikeway Design Guide, and Caltrans Highway Design Manual.

Task 3.1.3 Renderings (if not designed in Phase 1-Visioning)

The consultant shall prepare conceptual renderings for proposed improvements that can be used for presentation and promotional purposes. Deliverables shall include less developed working/study views OR more developed rendered presentation graphics. This scope shall include one round of view option selection and one round of minor revision commenting.

Anticipated time to complete: 2 months

DELIVERABLES:

- Renderings. After review of the conceptual plan, consultant and Public Works staff shall confer regarding:
 - Preparation of up to three (3) working/study renderings. Renderings shall be

produced in SketchUp and shall express the overall character of the spaces but not be photorealistic in detail. The consultant shall focus on specific spaces and not be overall aerial views of the entire study area.

-OR-

- Preparation of one (1) professional photo-realistic rendering for each prototype

EXCLUSIONS:

1. Cost Estimating
2. Phasing Strategies
3. Parking Studies or Management Programs
4. Surveying. The consultant shall prepare design information based on what is able to be viewed visually.
5. Transportation Engineering
6. Lighting Design
7. Electrical Design

EXHIBIT B
Fee Schedule

TASK	Alta Planning + Design, Inc.										ActivesGV					Arroyo Group				Total Task Hours	Total Task Fee
	Principal-In-Charge	Project Manager	Urban Design Lead	Engineering Lead	Engineer	Planner	Designer	Executive Director	Special Programs Director	Program Specialists	Community Engagement Specialists	Outreach Associates	Photographer	Principal/PM	Sr Associate - Design	Associate Graphics/GIS	Total Task Hours	Total Task Fee			
1 Project Initiation	Emily Duchon	Samuel Zelnier	James Powell	Markos Legesse	Talia Agaznyan	Sean Hernandez	Daniel Schell	David Diaz	West Reutimann	Danielle Zamora	Edward Duong-Franisco Odeja	Multiple	TBD	Philip Burns	Lance Lowrey	Daniela Orellana	19	\$2,735			
1.1 Project Kick-Off Meeting and Schedule	2	6	0	2	0	0	0	0	3	0	0	0	0	3	3	0	19	\$2,735			
2 Community Outreach Plan	4	25	0	8	0	6	0	20	37	60	160	50	0	2	2	0	374	\$22,851			
2.1 Pre-Design Outreach Review	2	15	0	4	0	0	0	0	0	0	0	0	0	2	2	0	25	\$3,766			
2.2 Community Outreach	2	10	0	4	0	6	0	20	37	60	160	50	0	0	0	0	349	\$19,085			
3 Slow Streets Program	8	36	24	76	180	16	20	0	68	79	200	50	16	32	32	16	853	\$85,788			
3.1 Engineering Drawings	2	8	24	64	180	16	10	0	0	0	0	0	0	4	8	0	316	\$48,014			
3.2 Community Meetings	2	8	0	4	0	0	0	0	8	15	20	0	0	20	16	16	109	\$11,726			
3.3 Demonstration Project	4	20	0	8	0	0	10	0	60	64	180	50	16	8	8	0	428	\$26,048			
4 Project Evaluation	8	25	0	8	0	4	0	0	40	50	96	48	0	4	2	0	285	\$19,316			
4.1 Project Evaluation	8	25	0	8	0	4	0	0	40	50	96	48	0	4	2	0	285	\$19,316			
5 Project Administration	4	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	\$5,348			
5.1 Project Administration	4	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	\$5,348			
Staff Hours	26	126	24	94	180	26	20	20	148	189	456	148	16	41	39	16	1569	\$136,038			
Labor Total	\$6,032	\$16,380	\$4,584	\$17,202	\$25,560	\$3,094	\$1,940	\$1,280	\$9,620	\$10,206	\$20,520	\$5,180	\$400	\$7,175	\$5,265	\$1,600		\$136,038			
Printing & Expense																		\$2,300			
Contingency (10%)																		\$13,834			
Project Total																		\$152,172			
Budget does not include cost for purchase or rental of demonstration project materials City has reserved \$48,000 for Other Public Safety and Traffic Control Equipment/Services as part of the grant repurposing																					
Optional Task																		\$6,480			
3.1.1 Parklet/Built-out Prototype Designs																		\$5,920			
3.1.2 Parklet/Built-out Prototype Designs - Detailed Design																		\$3,240			
3.1.3 Renderings																		\$15,640			
Total with Optional Tasks: \$																	167,812				



City Council Agenda Report

ITEM NO. 14

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Shahid Abbas, Public Works Director
Ghassan Shelleh, Public Works Deputy Director
Francois Brard, Acting Public Works Operations Manager

SUBJECT: **Authorize the Fourth Contract Amendment with West Coast Arborist Inc. for FY 2021-22 Urban Forestry Services in a Total Not-to-Exceed Amount of \$465,000.**

Recommendation Action

It is recommended that the City Council authorize the City Manager to execute the fourth contract amendment with West Coast Arborists Inc. (WCA), in an amount not to exceed \$465,000, for FY 2021-22 urban forestry services.

Background

South Pasadena has a mature urban forest that consists of approximately 10,301 public street trees. The City has been an Arbor Day Foundation Tree City, USA, for over 22 years. Therefore, to maintain the urban forest properly, the City should establish a maintenance plan; trees should be planted regularly to replenish the existing vacant tree wells and replace aging trees. Below is a summary of the typical schedule for annual urban forestry services performed throughout the City:

Fall	Winter	Spring	Summer
Tree trimming and removal of dead trees	Emergency response, tree removals as needed, and tree planting	Tree planting, and tree trimming	Tree trimming, emergency response and tree removals as needed

Service requests for tree maintenances are done on an as-needed basis throughout the year, and the above schedule provides an overview of how the majority of the tree work is programmed. The major components of the City’s urban forestry program consist of tree trimming, tree removals, and tree planting. Below is a summary of the work performed over the last four fiscal years:

South Pasadena Beautiful (SPB) hosted a tree-planting drive in FY 2017-18 , which increased the amount of trees donated to the City. Following the SPB tree drive, donations have reduced. Below is an overview of the tree donations received which are included in the overall tree planting numbers in the table above:

- a) 42 tree donations received in the FY 2017-18
- b) 13 tree donations received in the FY 2018-19
- c) 3 tree donations received in the FY 2019-20

Activity	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Tree trimming	2,803	2,908	1,790	2,673
Tree planting	109 ^a	93 ^b	106 ^c	80
Tree removal	115	93	91	72

Discussion/Analysis

On February 21, 2018, the City Council approved a contract with WCA to perform urban forestry services and authorized a not-to-exceed contract amount of \$375,000 for FY 2017-18 (Att. 2, Maintenance Agreement). On August 15, 2018, the City Council approved the first amendment to the Maintenance Agreement with WCA in a not-to-exceed amount of \$404,500 for FY 2018-19. On August 19, 2019, the City Council approved the second amendment to the Maintenance Agreement with WCA in an amount not to exceed \$379,500 for FY 2019-20. And on July 15, 2020, the City Council approved the third amendment to the Maintenance Agreement with WCA in a not-to-exceed amount of \$379,500 for FY 20-21. (See Att. 3, First, Second, and Third Amendments to Maintenance Agreement). The prior amendments addressed increases in the scope of work but did not extend the term of the contract. The agreement allows the term to be extended by the City Manager without additional action by the Council for up to two years. Such action has not previously been taken.

The proposed fourth contract amendment will establish a new not-to-exceed contract amount of \$465,000 with WCA for FY 2021- 22. The total “Maximum Amount” of aggregate payments under the Agreement and all amendments is stated as \$2,003,500 for fiscal years 2017 through 2022.

The service rates will remain as established in the original contract. The contract amount increased \$85,500 from last year due to additional funding allocated for tree planting and removals by the City Council at the June 16, 2021 budget approval process.

It is recommended that the term of the agreement be extended from July 1, 2021 until June 30, 2022, leaving one additional year of extension available pursuant to City Manager extension under renewal option of the Maintenance Agreement. Only one call out for service was required since July 1, totalling \$1,600.00; the City has not yet been invoiced for such services. The amendment would be retroactive only for emergency services performed by WCA July 1.

Fiscal Impact

The total FY 2021-22 proposed budget for Urban Forestry Services is \$465,000. This funding is included in the following urban forestry services’ accounts:

FY 2021-22 Budget Line Item	Amount
Park maintenance contract services: 101-6010-6410-8180	\$50,000
Park maintenance professional services: 101-6010-6410-8170	\$10,000
Street tree maintenance contract services: 215-6010-6310-8180	\$230,000
Street tree maintenance in-lieu tree planting: 215-6010-6310-8181	\$10,000
Street tree maintenance annual tree planting: 215-6010-6310-8184	\$75,000
Street tree maintenance removal/replacement: 215-6010-6310-9181	\$75,000
Street tree maintenance professional services: 215-6010-6310-8170	\$15,000
TOTAL FY 2021-22 Tree Program Budget	\$465,000

The majority of the proposed WCA contract amendment is funded from the Lighting and Landscape Maintenance District (LLMD), and \$60,000 of the proposed contract amendment is funded from the General Fund to maintain the park trees and plant additional trees. There was considerable community support for the tree planting and environmental programs during the most recent budget outreach.

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. Fourth Contract Amendment
2. First, Second, Third Amendments to Maintenance Agreement
3. Maintenance Agreement (Feb. 21, 2018)

ATTACHMENT 1
Fourth Contract Amendment

FOURTH AMENDMENT TO
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made effective the 1st day of July, 2021, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree-related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for the Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018, the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the annual amount not to exceed of \$404,500; and

WHEREAS, on August 21, 2019, the City and Contractor entered into the second contract amendment for 2019-20 urban forestry services in the annual amount not to exceed of \$379,500; and

WHEREAS, on July 15, 2020, the City and Contractor entered into the third contract amendment for 2020-21 urban forestry services in the annual amount not to exceed of \$379,500; and

WHEREAS, it is recommended Contractor continue to perform urban forestry services for the City for the Fiscal Year 2021-22; and

WHEREAS, on the costs for said services, on an as-needed basis, shall be in an amount not to exceed \$465,000

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

1. That Section 3.3 MAXIMUM AMOUNT of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is Two Million, Three Thousand, Five Hundred Dollars (which includes the compensation for the original scope of services for the fiscal year 2017/2018 in the amount of \$375,000, additional services for the fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, services for the fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, and services for the fiscal year 2020/2021 in the amount of \$379,500 for the Third Amendment, services for the fiscal year 2021/2022 in the amount of \$465,000 for the Fourth Amendment, totaling \$2,003,500). For services performed from July 1, 2021 through June 30, 2022, Contractor shall not be entitled to payment in excess of \$465,000 for services rendered.

2. That Section 3.6 shall of the Agreement is hereby amended to read as follows:
3.6 “Termination Date”: June 30, 2022

3. That Section 4. TERM of the Agreement is hereby amended to read as follows:

4. TERM. The term of this Agreement shall expire at 11:59p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15. The contract may be extended for one additional year under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in section 15 of the initial maintenance agreement. If the City desired to exercise the one year renewal option, the City will notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in “Exhibit B” for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-anaheim-Riverside standard Metropolitan Statistical Area (“Index”) for March of the term then expiring from the Index for March one year prior thereto. For the period of July 1, 2021 through October 21, 2021, the scope of work of Contractor is acknowledged to only be for emergency on-call services.

4. Effective October 22, 2021, Paragraph 16 of Exhibit A (Scope of Services) is modified to read as follows:

1) Hazardous Conditions:

a. The Contractor shall immediately correct or report to the Public Works Director or designee any and all problems or conditions which may tend

to create unsafe or hazardous conditions within the public areas maintained by the Contractor, including but not limited to, sidewalk damage or uplift from tree root intrusion, any tree structural weakness, disease conditions, decayed trunk or branches, split crotches or branches. The Contractor shall be liable for any claim arising from failure to correct or report said conditions. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence. Contractor shall be liable for any claim arising from failure to correct or report said conditions.

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

“City”
City of South Pasadena

“Consultant”
West Coast Arborists, Inc.

By: _____
Arminé Chaparyan, City Manager

By: _____
Signature

Date: _____

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Christina Munoz, Acting Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared , City Attorney

Date: _____

ATTACHMENT 2
West Coast Arborist Approved First, Second, Third
Contract Amendment

FIRST AMENDMENT TO
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 15th day of August, 2018, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2018-19; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$404,500.


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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is seven hundred and seventy nine thousand five hundred Dollars (which includes the compensation for the original scope of services in the amount of \$375,000, additional services in the amount of \$404,500 for Amendment, totaling \$779,500).

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

“City”
City of South Pasadena

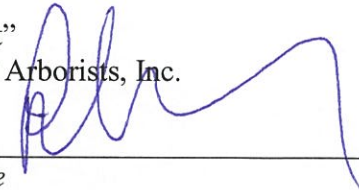
By: 
Signature

Printed: STEPHANIE DEVOLFE

Title: CITY MANAGER

Date: 8/15/2018

“Consultant”
West Coast Arborists, Inc.

By: 
Signature

Printed: Patrick Mahoney

Title: President


Date: 8/13/18

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 8/15/2018

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 8/15/2018

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION Statutory Limits	7/1/2019	WA7-66D-039499-078	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2019	TB2-661-039499-018	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$1,000,000
			Personal & Advertising Injury	\$1,000,000 Per Person / Organization
			Other Damage to premises rented to you \$300,000	Other Medical Expense \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2019	AS7-661-039499-038		\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER Umbrella Excess Liability	7/1/2018 - 7/1/2019	TH7-661-039499-048	\$5,000,000 Per Occurrence/Aggregate	

RETRO DATE

ADDITIONAL COMMENTS

RE: All jobs performed by the named insured during the policy term. Per form CG 2010, City of South Pasadena is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate Holder

City of South Pasadena
City Clerk's Office
1414 Mission Street
South Pasadena CA 91030

Elaine Ulan

Elaine Ulan

Los Angeles / 0603 AUTHORIZED REPRESENTATIVE
818 W 7th Street, Suite 850 0564408
Los Angeles CA 90017 213-443-0782 6/12/2018
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

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

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location work is performed

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

SECOND AMENDMENT TO
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 21st day of August, 2019, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018 the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the amount of \$404,500; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2019-20; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$379,500.

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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is one million one hundred and fifty nine thousand Dollars (which includes the compensation for the original scope of services for fiscal year 2017/2018 in the amount of \$375,000, additional services for fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, and services for fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, totaling \$1,159,000).

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

"City"

City of South Pasadena

By: [Signature]
Signature

Printed: Stephanie De Wolfe

Title: City Manager

Date: 8/21/2019

"Consultant"

West Coast Arborists, Inc.

By: [Signature]
Signature

Printed: Patrick Mahoney

Title: President

Date: 8/20/19

Attest:

By: [Signature]
Evelyn G. Zneimer, City Clerk

Date: 8/21/2019

Approved as to form:

By: [Signature]
Teresa L. Highsmith, City Attorney

Date: 8/21/2019

THIRD AMENDMENT TO
MAINTENANCE AGREEMENT

THIS AMENDMENT (“Amendment”) is made as of this 15th day of July 2020, by and between the CITY OF SOUTH PASADENA (“City”) and WEST COAST ARBORISTS INC., (“Contractor”).

RECITALS

WHEREAS, on February 21, 2018, the City and Contractor entered into a Maintenance Agreement (“Agreement”) for the Contractor to provide urban forestry services for the City trees included tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services; and

WHEREAS, the original Agreement was in the amount of \$375,000 for Fiscal Year 2017-18 urban forestry services; and

WHEREAS, on August 15, 2018 the City and Contractor entered into the first contract amendment for 2018-19 urban forestry services in the amount of \$404,500; and

WHEREAS, on August 21, 2019 the City and Contractor entered into the second contract amendment for 2019-20 urban forestry services in the amount of \$379,500; and

WHEREAS, it is recommended Contractor perform urban forestry services for the City for Fiscal Year 2020-21; and

WHEREAS, the costs for said services, on an as needed basis, shall be in an amount not to exceed \$379,500.

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

1. MAXIMUM AMOUNT. That Section 3.3 of the Agreement is hereby amended to read as follows:

The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is one million five hundred thirty eight thousand five hundred Dollars (which includes the compensation for the original scope of services for fiscal year 2017/2018 in the amount of \$375,000, additional services for fiscal year 2018/2019 in the amount of \$404,500 for the First Amendment, services for fiscal year 2019/2020 in the amount of \$379,500 for the Second Amendment, and services for fiscal

year 2020/2021 in the amount of \$379,500 for the Third Amendment totaling \$1,538,500).

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

“City”
City of South Pasadena
DocuSigned by:
By: Stephanie DeWolfe
C4433931F72E445...
Signature

Printed: Stephanie DeWolfe

Title: City Manager

Date: 8/19/2020

“Consultant”
West Coast Arborists, Inc.
DocuSigned by:
By: Victor Gonzalez
26EC930EA9CB402...
Signature

Printed: Victor Gonzalez

Title: Vice President

Date: 8/3/2020

Attest:

DocuSigned by:
By: Evelyn G. Zneimer
340B68F46F964F8...
Evelyn G. Zneimer, City Clerk Evelyn G. Zneimer, City Clerk

Date: 9/1/2020

Approved as to form:

DocuSigned by:
By: Teresa L. Highsmith
3657EFA938854DF...
Teresa L. Highsmith, City Attorney

Date: 8/19/2020

ATTACHMENT 3
West Coast Arborist Approved Maintenance Agreement

**MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages**

(City of South Pasadena / West Coast Arborists Inc.)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and West Coast Arborists Inc. (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following recurring maintenance services from a contractor: Urban forestry services for the City of South Pasadena trees including tree trimming, tree removal, tree planting, tree health care, arborist services, emergency tree related response, and consulting arborist services.
- 2.2. Contractor represents that it is fully qualified to perform such maintenance services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such maintenance services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such maintenance services as are set forth in the Special Provisions attached hereto as “Exhibit A” and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Kristine Courdy, Public Works Operations Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is three hundred and seventy five thousand Dollars (\$375,000.00). Breakdown of the cost of

each item is included in the Payment for Services attached hereto as “Exhibit “B and incorporated herein by this reference.

3.4. “Payment for Services”: City shall pay for the services performed by the Contractor pursuant to the terms of this Agreement. The compensation is set forth in the “Payment for Services” attached hereto as “Exhibit B” and incorporated herein by this reference.

3.5. “Commencement Date”: February 21, 2018.

3.6. “Termination Date”: June 30, 2021.

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 15 (“Termination”) below. The contract may be extended for an additional two years under the same terms and conditions at the sole discretion of the City Manager or his/her representative, unless earlier terminated as provided in Section 15 herein. If the City desires to exercise the two year renewal option, the City shall notify the Contractor in writing. If the Contractor desires to adjust the rates as set forth in “Exhibit B” for such extension period, Contractor shall give City written notice sixty (60) days in advance for such adjustment. In no case shall said adjustment exceed the increase (or decrease) represented by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside standard Metropolitan Statistical Area (“Index”) for March of the term then expiring from the Index for March one year prior thereto.

5. CONTRACTOR’S DUTIES

5.1. Services. Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. No additional work should be performed unless otherwise authorized by the City in writing.

5.2. Performance to Satisfaction of City: Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Contractor agrees that the services rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the

work will be done by the Agreement Administrator or their designee. If the quality of the work is not satisfactory, the City in its sole discretion has the right to:

- Meet with the Contractor to review the quality of the work and resolve the matter of concern;
 - Require the Contractor to repeat the work at no additional fee until satisfactory; and/or
 - Terminate the Agreement as hereinafter set forth.
- 5.3. Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.4. Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.5. Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.6. Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.7. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Herminio Padilla shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.8. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

- 5.9. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.10. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.11. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in

all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.

- 6.4. Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8. LABOR CODE

- 8.1. Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted

from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

- 8.3. Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. Apprentices.** Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- 8.5. Payroll Records.** Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code Section 1811 and Labor Code Section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code Section 1776.
- 8.6. 8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code Section 1810 and Labor Code Section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work

more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- 8.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers’ compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor’s behalf.

11.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Insurance Required. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: South Pasadena Urban Forestry Services.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

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

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

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

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker’s Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.8. 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, for liability arising out of ongoing and completed

operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Public Works Department, 1414 Mission Street, South Pasadena, CA 91030.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 12.12. Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

13.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City:

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

If to Contractor:

Victor Gonzales
West Coast Arborists Inc.
Vice President, Marketing
2200 East Via Burton
Anaheim, CA 92806
Telephone: (714) 991-1900
Facsimile: (714) 956-3745

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. City Termination.** City may terminate this Agreement for any reason on thirty calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon thirty calendar days' notice.

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

17. INTERPRETATION OF AGREEMENT

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

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

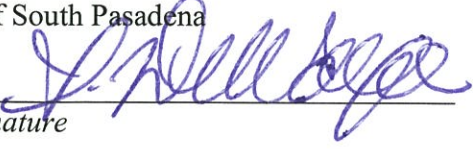
18. GENERAL PROVISIONS

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

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

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

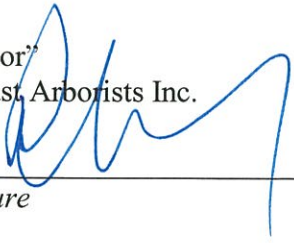
TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena
By: 
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 02/21/2018


“Contractor”
West Coast Arborists Inc.
By: 
Signature

Printed: Patrick Mahoney

Title: President


Date: 2/16/18

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 02/21/2018

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 02/21/2018

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 2/16/18



Signature
Patrick Mahoney

Printed Name
President

Title

Exhibit A Scope of Services

SCOPE OF SERVICE

Contractor shall perform completely all work and incidentals appurtenant to the Specifications of the contract. Any mention herein or indication on the drawings of materials, operations, or methods, requires that the contractor provide each item mentioned, perform each operation described and provide all necessary labor, equipment, materials and incidentals.

Urban forestry services include complete responsibility for proper care of all trees including tree trimming, tree removal, tree planting, tree health care, emergency response, and consulting arborist services in the City of South Pasadena.

REQUIRED QUALIFICATIONS

The firm must hold a valid State of California Contractor's License (D49 and C27) in addition to providing current OSHA certification for all aerial devices to be used during this project. Contractor's Account Manager, Supervisor and Consulting Arborist must have a valid ISA Certified Arborist credential. These provisions must be kept current throughout the entirety of the contract.

Persons performing the work outlined in the contract must be qualified and trained in the urban forestry services industry. The use of subcontractors is not allowed except for specialized services. The subcontractor must be approved by the City prior to performing any work. The Contractor shall also maintain at least one (1) English-speaking foreman on-site at all times.

The firm is required to provide and operate an electronic tree inventory and work order system that is Geographical Information System (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree. The Contractor must submit and overview and information on their proposed electronic tree inventory and work order system for prior City approval before use.

The firm shall provide the City with a "Quality Control Plan" with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. In addition, the firm must submit to the City for approval, a current Safety Manual that meets Senate Bill 198 requirements for injury and illness prevention.

ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Proposal price. Should additional services be required from this contract, prices for such additions shall be in accordance with the Payment for Services schedule set for in "Exhibit B". No additional work should be performed unless otherwise authorized by the City in writing.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for any damages whatsoever to City property as applicable when such property is the responsibility or in custody of the Contractor, his/her employees or subcontractors.

RECORDS AND REPORTS

Contractor shall prepare and submit to the Parks Supervisor/Public Works Operations Manager such reports concerning the performance of the services required by this Agreement as required.

Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Parks Supervisor/Public Works Operations Manager to evaluate the performance of such services. The Parks Supervisors/Public Works Operations Manager shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, request certified payrolls, and make records and transcripts from such records.

All reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Parks Supervisor/Public Works Operations Manager upon the termination of this Agreement, and Contractor shall have no claim for further compensation as a result of the exercise by City of its full right of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. It shall have an unrestricted right to use the concepts embodied therein.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Parks Supervisor/Public Works Operations Manager.

SPECIAL PROVISIONS

1) General Requirements:

- a. Contractor must hold a valid, in good standing California D-49 and C-27 Contractor's License through the duration of the contract term.
- b. Normal working hours shall be 7:00 a.m. to 5:00 p.m. Monday through Friday. Use of motorized equipment must follow Chapter 19A of the City Municipal Code. Any afterhours work must be approved by the City in writing.
- c. Contractor shall be responsible for carefully inspecting the tree for any bird nests before beginning any tree operations Contractor shall stop work and notify the City if a bird nest is found while performing services. Services shall be scheduled after the bird nesting s complete. Contractor shall follow the Los Angeles Audubon Society Guide to Bird Friendly Tree and Shrub Trimming and Removals Guidelines.
- d. Assembly Bill 73:
 - i. The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least two (2) days prior to excavation..."
 - ii. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.
 - iii. Two (2) working days before starting any work below ground level, the Contractor shall contact Dig Alert at 1-800-227-2600. Contractor shall make sure utilities are located in the area and arrange their work so as not to damage any utility services. The Contractor is responsible for providing Dig Alert related field markings and coordination.
- e. The City will own all final documents developed ruing the services.

- 2) Services to be Provided: Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:

- a. Tree Pruning (Grid Trim or Service Request Trim);
- b. Tree Removal;
- c. Stump Removal;
- d. Root Pruning;
- e. Tree Planting;
- f. Tree Staking;
- g. Removal of Hazardous Branches;
- h. Removal of tree debris and/or tree trimmings;
- i. Worksite Cleanup;
- j. Repair of Damaged Sprinklers;
- k. Repair or Replacement of Damaged Fences or Walls;
- l. Soil Replacement;
- m. Damaged Tree and /or Shrub Replacement;
- n. Collection of Tree Inventory Data;
- o. Distribution of No Parking Signs and Door hangers;
- p. Contact with the Public;
- q. Employee Uniforms with Company Logo or Designation;
- r. Vehicles and Equipment with Company Logos or Designation;
- s. Traffic Control; and
- t. Other Services Set Forth in this Agreement.

All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or their designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the Contractor. Trimmed trees rejected by the Director, or their designated representative(s), shall be excluded from payment.

Contractor shall have the duty to provide services for City trees as assigned.

Contractors shall be available twenty four (24) hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

Contractor has the duty to familiarize and fully acquaint themselves with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

- 3) **Areas to be Maintained:** Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, Water Reservoirs, Medians, Parkways, Public Facilities or other areas where trees are under the jurisdiction of the City of South

Pasadena. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City. It should be understood that this project may not be solely "section" or "block" type tree trimming.

4) **Definitions:**

- a. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or their delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.
- c. The following are definitions for terms used in this project:
 - i. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.
 - ii. Callus shall refer to the new growth made by the cambium layer around all of a wound.
 - iii. Cambium Layer shall mean the growing point between bark and sapwood.
 - iv. Closure shall refer to the roll of the callus growth around the wound area.
 - v. Crown shall mean the head or canopy of tree foliage.
 - vi. The Cut shall mean the exposed wood area that remains after the branch has been removed.
 - vii. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.

- viii. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.
- ix. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.
- x. Grid Trim shall consist of a group of trees to be pruned in a localized area as defines by the Director.
- xi. Leader shall mean central growth shoot.
- xii. Lifting shall refer to the removal of lower branches for under clearance.
- xiii. Parent System shall mean the main trunk system of the tree.
- xiv. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.
- xv. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.
- xvi. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.
- xvii. Scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.
- xviii. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.
- xix. Service Request Trim shall mean trees requiring service prior to their regularly scheduled grid or annual trim or to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, utility line clearance, or broken limbs will be performed as a "Service Request."
- xx. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.
- xxi. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.
- xxii. Topping see Cut Back.

- xxiii. Tracing shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
 - xxiv. Trimming see Pruning.
 - xxv. Inspector shall mean the duly authorized representative of the Director who shall monitor the contractor's progress within the Urban Forestry project area he/she is assigned to.
 - xxvi. Trash and Litter shall mean any debris generated by the Contractor within the Urban Forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc., which is not intended to be present as part of the landscape.
- d. **Emergency Work Charges:** Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays.
 - e. **Hourly Work Charges:** Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services need generally as a result of storm damage. This work shall occur during normal working hours.

5) Information Technology and System Requirements:

- a. Contractor is required to provide and operate an electronic tree inventory and work order system that is GIS based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree.
- b. Contractor is responsible for providing the City representative and their staff with login and password information for the system.
- c. Contractor is required to maintain the system through the entire contract term and issue any system updates needed.
- d. The existing City tree inventory will be provided to the Contractor in an Excel and Shape file format so it can be uploaded into the Contractor's system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common name and botanical name), diameter at breast height (DBH) expressed in a range, height expressed in a range,

Tree Condition, Latitude, Longitude, parkway width, location information, and past work history.

- e. Contractor's crews shall be provided with mobile devices to perform any updates to the tree inventory from the field.
- f. Maintaining and Updating City Tree Inventory:
 - i. During any services performed by the Contractor, the Contractor shall update the tree inventory including maintenance performed, updated condition, updated DBH, and updated height.
 - ii. If the City requests additional trees to be planted in the City, then the Contractor shall create new planting sites at the City requested location.
 - iii. The City tree inventory including any updates or revisions shall belong to the City. The Contractor shall supply the City with an updated Excel file of the tree inventory at the end of the contract term.
 - iv. The City will own all final documents and data developed during the services.

6) **General Tree Pruning Requirements:** All cuts shall be made sufficiently close to the trunk or parent limbs, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

- a. Removal of Laterals: The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts (through the branch collar). For any branch too large to be held while being cut, remove by means of the following cuts:
 - i. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).
 - ii. Cut off the branch beyond the undercut where necessary. to prevent property damage, branches shall be lowered to the ground by ropes and/or proper equipment.
 - iii. Remove the remaining stub via a final cut, as described above (Section 6 a 1).
- b. Removal of Terminals (Tip Thinning and Drop Crotching): Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal

being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

Size Reduction takes out portions of the crown for height, remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.

Branches that pose a threat to the health, safety, and welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

- i. Obstructing branches. Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.
 - ii. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).
 - iii. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.
 - iv. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.
 - v. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.
 - vi. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.
 - vii. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern, should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).
- c. On trees known to be diseased, tools are to be disinfected with methyl alcohol at seventy percent (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

- d. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.
- e. All girdling roots visible to the eye are to be reported to the Director.
- f. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, shall be reported in writing to the Director and corrective measures recommended.
- g. When pruning trees, the contractor shall make all trees shapely and typical of their species. Under no circumstances shall the any tree have their central leader removed without written consent from the Director.
- h. Tree Trimming Classifications and Tasks:
 - i. Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public right-of-ways.
 - ii. A Clearance Trim shall consist of: Removing branches to provide a 14 foot clearance from the top of the curb; clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
 - iii. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

7) **General Palm Trimming Requirements:** All work shall be done in accordance with the following guidelines:

- a. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately forty five (45) degrees to the trunk.

- b. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.
- c. All vines shall be removed from the trunk and cut at ground level.
- d. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.
- e. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director may consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.
- f. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves and other debris resulting from the trimming operation including debris that fell into a neighboring tree resulting from the trimming operation.

8) Tree and Stump Removal Requirements:

- a. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.
- b. Trees shall not be stump cut and felled.
- c. Tree stumps not designated for removal shall be cut flush with the ground.
- d. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth removal. All surface roots within a depth of eight inches (8") in a twelve foot (12') diameter zone around the tree shall also be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.
- e. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded.
- f. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. At all times the Contractor shall maintain access to the public right of way, such as street, sidewalks, and driveway aprons prior to vacating the worksites.

- g. All areas shall be left clean and free of debris at the close of each day's operation.
- h. All debris shall be properly disposed of offsite and at the Contractor's expense. All green waste products from Contractor's work shall be recycled. Contractor to provide weight slips or documentation on the disposal of the material.

9) Root Pruning:

- a. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight, linear plane, usually along the curb and sidewalk and adjacent to the tree, to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.
- b. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.
- c. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

10) Tree Planting:

- a. The City shall prepare a work order of tree planting locations throughout the City.
- b. Contractor shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
- c. Contractor shall provide a ninety (90) day warranty for all tree plantings. Contractor is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at the Contractor's sole expense. The warranty period will start over for any trees that require replacement.

11) Work Schedule:

- a. Work will be assigned and completed on a monthly basis.
- b. Contractor shall provide the City with a proposed schedule one (1) week in advance of performing services. Contractor shall notify City representative when they arrive on site to perform services within the City.

- c. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.
- d. Contractor shall keep the Public Works Department informed of their progress at all times.
- e. Upon submission of each monthly invoice during the term of this contract, the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of South Pasadena Urban Forestry Database and include the following:
 - i. Date the work was performed.
 - ii. Tree address and location.
 - iii. Tree species (within attribute range).
 - iv. Diameter of trunk at breast height (within attribute range).
 - v. Tree height (within attribute range).
 - vi. Tree condition (within attribute range).
 - vii. Any visible decay, conks or hazardous condition.

12) Contractor's Liability:

- a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired and/or replaced at the Contractor's own expense.
- b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Irrigation damage shall be repaired or replaced within the following time limits:
 - i. Mainline irrigation breaks shall be repaired within two (2) hours.

- ii. All other irrigation repair and/or replacement shall be completed within twenty four (24) hours.
- d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within forty-eight (48) hours:
 - i. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to be removed immediately after the completion of work. No plywood or mats are to be left more than five (5) hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said corrections to be made.
 - ii. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
 - iii. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
 - iv. Damage to trees shall be addressed in the following manner:
 - 1. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
 - 2. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- e. Any damage to public or private property shall be reported to the City within one (1) hour.

- f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.

13) Unauthorized Removals: Unauthorized tree removals will incur the following penalties:

- a. Under twelve inch (12") diameter: \$ 1,200.00
- b. 12" to thirty six inch (36") diameter: \$ 2,400.00
- c. 36" diameter or greater: \$ 3,600.00

14) Public Relations:

- a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.
- b. Contractor shall have the duty to purchase and supply door hangers printed in English, acceptable to the City, and distribute to residents where tree maintenance is planned seventy two (72) hours prior to the work being completed.

15) Inspections:

- a. Inspections will be performed at times mutually agreed upon by the Parks Supervisor and the Contractor representative. The Parks Supervisor may make random visits when the Contractor is working in a specific area at their discretion.
- b. All inspections called for by the Contractor shall be requested at least forty-eight (48) hours prior to the anticipated inspection.
- c. All work shall meet the approval of the Director or their designated representative, or is rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.
- d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

16) Hazardous Conditions:

- a. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe

practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

- b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.
- c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.
- d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.
- e. Contractors shall cooperate fully with the City of South Pasadena in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

17) Safety:

- a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation; to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, Senate Bill (SB) 198, California Department of Transportation (Caltrans) traffic control, American National Standards Institute (ANSI), OSHA and California OSHA (CALOSHA).
- b. The Director, or their representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.
- c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2016 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., and Caltrans traffic control requirements. When work is in progress, no street may be closed. Work may be only performed on one (1) side of the street at a time with proper traffic control and flagging.

- d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles or construction equipment.
 - i. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.
 - ii. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.
 - iii. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.
- e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

18) Contractor's Field Staff:

- a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.
- b. Contractors shall have competent field supervisors furnished with a cell phone, who may be working supervisors, on the job at all times work is being performed who are capable to communicate effectively both in written and oral English, and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical

background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. Contact information for the Supervisor shall be provided to the City.

- c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of South Pasadena.
- d. Contractors shall require each of their employees to wear basic public works working uniform with clear identification. These are basically proper boots, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.
- e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

19) Contractor's Office Staff:

- a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of South Pasadena or the Director.
 - i. This person(s) shall be reachable twenty-four (24) hours per day.
 - ii. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.
 - iii. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of South Pasadena.
 - iv. During normal working hours, the Contractor and/or supervisors, who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone and/or radio communication.

20) Storage Facilities: The City of South Pasadena shall not provide any storage facilities for the Contractor.

21) Signs:

- a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.
- b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

22) Non-Interference: Contractors shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

23) Parking:

- a. Contractors shall park their vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.
- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of South Pasadena will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property.

24) General Clean-up:

- a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.
- b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

25) Aerial Utilities:

- a. Contractor shall trim limbs a minimum of five (5) feet from street lights.
- b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988, Safety Requirements.
- c. The Contractor shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.

26) Temporary "No Parking" Signs:

- a. During tree services, the contractor shall post "No Parking" signs forty eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.
- b. All costs for furnishing, posting and maintaining temporary "No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.
- c. "No Parking" signs shall be supplied by the Contractor and be constructed as follows:
 - i. Minimum size nine inches (9") by twelve inches (12").
 - ii. Color shall be red on white background.
 - iii. Markings and materials will be suitable so as to withstand exposure to inclement weather.
 - iv. Lettering size shall be a minimum of half inch in height.
 - v. Sign shall be approved by the Director prior to placement.
- d. The following information will appear on each posted "No Parking" sign:
 - i. "Temporary No Parking", "Tow Away", "By Order of the Police Department".
 - ii. Date(s) sign is in effect.

- iii. Time period sign is in effect.
 - iv. Reason for posting (i.e. Tree Trimming, Tree Removal, Tree Planting, etc.).
 - v. Date and time the sign was posted.
- e. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted areas.
 - f. Signs shall not be posted more than fifty feet (50') apart.
 - g. Signs shall not be posted on private property.
 - h. Signs shall be posted within the parkway area or as close to the roadway as practical.
 - i. Signs shall be posted at the height so as to be visible over parked vehicles, but not higher.
 - j. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.
 - k. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items, signs may be attached to traffic barricades.
 - l. Signs must be removed after tree services are completed.

27) Removal of Brush, Debris and All Equipment: It shall be the responsibility of the Contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters, safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

28) Emergency Calls for Tree Services:

- a. The Contractor is required to respond on an on-call basis for emergency work such as downed trees and branches. Emergency work may occur twenty-four (24) hours a day, seven (7) days a week including weekdays, weekends, and holidays.

- b. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- c. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- d. Contractor must designate a person within their company who will respond to emergency calls twenty four (24) hours a day.
- e. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.
- f. Upon arriving at any emergency situation it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.
- g. Failure to respond within two (2) hours of attempt to contact may result in a \$200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

29) Consulting Arborist Services and Inspections:

- a. Contractor shall have a Consulting Arborist on staff that is a ISA Certified Arborist.
- b. The Contractor's Consulting Arborist shall provide and tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative at the approved hourly rates. The Consulting Arborist shall follow all ISA guidelines.
- c. Contractor shall provide one (1) hard copy and one (1) electronic copy of all tree assessments, inspections, appraisals, surveys, and/or reports requested by the City representative. The City will own all final documents.
- d. The City requires permits for residents to remove trees and trim trees. The Consulting Arborist, at the request of the City representative, may be required to perform the site inspections and confirm if the permit meets the requirements of Chapter 34 of the South Pasadena Municipal Code. All permit inspections and documentation will be performed at the approved hourly rates.

- e. The City has the right to receive a second opinion from another ISA Certified Arborist on the documents submitted by the Contractor.

30) Extraordinary Services:

- a. Contractors may be responsible for providing extraordinary tree maintenance services:
 - i. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a twenty four (24) hours per day on-call service for emergency calls.
 - ii. The Contractor shall notify the Director of Public Works or their representative by telephone within twenty four (24) hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.
 - iii. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.
- b. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.
 - i. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.
 - ii. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.
- c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.
 - i. If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.
 - ii. If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

- d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:
- i. City Manager or their designee;
 - ii. Public Works Director;
 - iii. Community Services Director;
 - iv. South Pasadena Police Department; and
 - v. South Pasadena Fire Department

Summary of South Pasadena Tree Inventory:

11,287 Trees in the City Tree Inventory

10,029 Street and Median Trees

822 Vacant Tree Wells

468 Trees in City Parks

113 Trees at City Water Reservoirs (Two Water Reservoirs located outside of South Pasadena city limits: 1) Wilson Reservoir is located at 545 Adelyn Dr., San Gabriel, CA; and 2) Graves Reservoir is located at 2225 El Molino Ave., San Marino, CA.)

SUPPLEMENTAL INFORMATION

- South Pasadena Municipal Code Chapter 34 – Trees and Shrubs:
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena34.html>)
- South Pasadena Municipal Code Chapter 19A – Noise Regulations:
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena19A.html>)
- South Pasadena Municipal Code Chapter 35, Article 35.41-35.43 – Hose Use:
(<http://www.codepublishing.com/CA/SouthPasadena/#!/SouthPasadena35.html#35.41>)
- City Observed Holidays:
 - 1) January 1st: New Year's Day
 - 2) 3rd Monday in January: Martin Luther King, Jr. Birthday
 - 3) 3rd Monday in February: President's Day
 - 4) Last Monday in May: Memorial Day
 - 5) July 4th: Independence Day
 - 6) 1st Monday in September: Labor Day
 - 7) 2nd Monday in October: Columbus Day
 - 8) November 11th: Veteran's Day
 - 9) 4th Thursday in November: Thanksgiving Day
 - 10) Friday after Thanksgiving
 - 11) December 25th: Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday. If a Holiday falls on a Sunday, the following Monday shall be deemed the holiday.

Exhibit B
Payment for Services

Contractor shall furnish all labor, materials, equipment and transportation, and to do all work required to complete the said work in accordance with the said Scope of Services for the unit prices named in the following schedule, with specific work determined by the City Public Works Director:

Item No.	Description	Bid Item Price
A1	Grid or annual tree trimming All trees	\$ 80.00 (each)
A2	Service Request Tree Pruning 0" to 6"	\$60.00 (each)
A3	Service Request Tree Pruning 7" to 12"	\$120.00 (each)
A4	Service Request Tree Pruning 13" to 18"	\$180.00 (each)
A5	Service Request Tree Pruning 19" to 24"	\$260.00 (each)
A6	Service Request Tree Pruning 25" to 30"	\$320.00 (each)
A7	Service Request Tree Pruning 31" and Over	\$400.00 (each)
A8	Palm Tree Pruning "Washingtonia Palm", any size	\$80.00 (each)
A9	Palm Tree Pruning "Canary Is. Date Palm", any size	\$180.00 (each)
A10	Tree Removal and Stump Grinding	\$34.00 (per inch DBH)
A11	Stump Grinding Only	\$11.00 (per inch DBH)
A12	Tree Removal Only	\$24.00 (per inch DBH)
A13	Root Pruning	\$16.00 (per LF)
A14	Scheduled Work Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) Regular Business Hours	\$210.00 (per hour)

Item No.	Description	Bid Item Price
A15	Emergency Response Crew (3 Staff, Aerial Unit, Box Truck, Chipper, Chain Saws & Misc. Equipment) After Hours, Weekends & City Holidays	<u>\$300.00</u> (per hour)
A16	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/ root barrier	<u>\$145.00</u> (each)
A17	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 15 gallon w/out root barrier	<u>\$120.00</u> (each)
A18	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ root barrier	<u>\$335.00</u> (each)
A19	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 24" Box w/ out root barrier	<u>\$305.00</u> (each)
A20	Tree Planting (All Species) including Purchase & Planting of Tree, Tabs, Amendments & Stakes Twist Brace, and 36" Box w/ root barrier	<u>\$800.00</u> (each)
A21	Tree watering with Water Truck	<u>\$70.00</u> (per hour)
A22	Consulting Arborist Services	<u>\$120.00</u> (per hour)
A23	Tree Inventory Using GPS (outside of the above tree services)	<u>\$3.00</u> (per tree site)
A24	Crane (outside of the above tree services)	<u>\$180.00</u> (per hour)
A25	95-foot Aerial Tower (outside of the above tree services)	<u>\$180.00</u> (per hour)

Below are the hourly rates of Contractor's key personnel:

Personnel	Hourly rate
Pest Control Advisor	<u>\$120.00</u> (per hour)
Pest Control Applicator	<u>\$100.00</u> (per hour)
Sr. Tree Trimmer, Tree Trimmer or Grounds person	<u>\$70.00</u> (per hour)

Below are the rates of Contractor's Plant Health Care Services:

Description	Unit rate
Tree Canopy Spraying from the Ground Level (Foliar hydraulic spraying of recommended material)	\$2.00 (per DBH)
Tree Canopy Spraying from an Aerial Tower (Foliar hydraulic spraying of recommended material)	\$4.00 (per DBH)
Insecticide or Fungicide Trunk Banding (Trunk spraying of recommended material)	\$5.00 (per DBH)
Plant Growth Regulator (PGR) Trunk Banding (Trunk spray of the recommended material to regulate plant growth)	\$2.00 (per DBH)
Insecticide or PGR Soil Application (Cambistat) (Recommended insecticide soil injection or drench material to regulate plant growth)	\$4.00 (per DBH)
Insecticide or Fungicide Soil Application (Soil applied drench of recommended material)	\$2.00 (per DBH)
Soil Injection Fertilization (Soil applied drench of recommended material)	\$3.00 (per DBH)
Soil Drenching Fertilization (Soil application of recommended material)	\$2.00 (per DBH)
Trunk Injection (Insecticide/Miticide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Fungicide) (Trunk injected recommended material)	\$4.50 (per DBH)
Trunk Injection (Insecticide & Fungicide Combo) (Trunk injected recommended material)	\$8.00 (per DBH)
Avermectin Class Insecticide Injection (Recommended trunk injection of Emamectin benzoate active ingredient)	\$6.00 (per DBH)

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
WORKERS COMPENSATION Statutory Limits	7/1/2018	WA7-66D-039499-077	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident
				Bodily Injury By Disease \$1,000,000 Policy Limit
				Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2018	TB2-661-039499-017	General Aggregate	\$2,000,000
			Products / Completed Operations Aggregate	\$2,000,000
			Each Occurrence	\$1,000,000
			Personal & Advertising Injury	\$1,000,000 Per Person / Organization
			Other Damage to premises rented to you	\$300,000
			Other Medical Expense	\$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2018	AS7-661-039499-037		\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined
				Each Person
				Each Accident or Occurrence
				Each Accident or Occurrence
OTHER Umbrella Excess Liability	7/1/2017 - 7/1/2018	TH7-661-039499-047	\$5,000,000 Per Occurrence/Aggregate	
ADDITIONAL COMMENTS RE: All jobs performed by the named insured during the policy term. Per form CG 2010, City of South Pasadena is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.				

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

City of South Pasadena
City Clerk's Office
1414 Mission Street
South Pasadena CA 91030

Elaine Ulan

Elaine Ulan

Los Angeles / 0603 AUTHORIZED REPRESENTATIVE
818 W 7th Street, Suite 850 0564408
Los Angeles CA 90017 213-443-0782 6/13/2017
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

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

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

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



City Council Agenda Report

ITEM NO. 15

DATE: October 20, 2021

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Shahid Abbas, Public Works Director
H. Ted Gerber, Deputy Public Works Director
Anteneh Tesfaye, Water Operations Manager

SUBJECT: **Resolution Adopting the 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP)**

Recommendation

It is recommended that the City Council:

1. Open a Public Hearing for the adoption of the 2020 Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP).
2. Adopt a resolution adopting the 2020 UWMP and WSCP.

Discussion

The Urban Water Management Planning Act (Act) of the California Water Code § 10620, *et seq.*, requires that every urban water supplier providing water to more than 3,000 customers, or that supplies more than 3,000 acre-feet of water per year, must prepare and adopt an UWMP. The purpose of the Act is to direct urban water suppliers to evaluate their existing water conservation efforts and review and implement alternative and supplemental water conservation measures. The Act is directed primarily at retail water purveyors where programs can be implemented efficiently in corporation with the utility customer. The City's UWMP is a supplement to the Upper San Gabriel Valley Municipal Water District's UWMP, which addresses regional water management issues from a basin-wide perspective

Each plan shall include a simple description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan. The UWMP must be updated every five years, and the 2020 UWMP is an update to the 2015 UWMP, which was adopted by the City of South Pasadena (City) City Council on July 6, 2016.

Section 10642 of the California Water Code requires that each urban water supplier encourage the active involvement of diverse social, culture, and economic elements of the population within the service area, prior to and during preparation of both the UWMP and the WSCP. Prior to adopting the plans through a public hearing, it is required to make them available for public inspection.

Resolution Adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

October 20, 2021

Page 2 of 3

The summary of the plan can be found in Chapter 4 “Water Use Characterization” of Att. 2, where the City’s 2020 Plan discusses and provides the following:

- The City provides water service to individual “water use sectors”. These water use sectors include single-family residential, multi-family, commercial, landscape, and institutional (and governmental).
- The City’s total water demands (including potable and recycled water) over the past 10 years have ranged from 3,317 acre-feet per year (AFY) to 4,572 AFY, with an average of 3,950 AFY.
- The City conducts an annual water loss audit to identify distribution system water losses. Water losses can result from pipeline leaks and inaccurate metering due to faulty meters. Water loss estimates are incorporated into the City’s projected water demands.
- The City’s current and projected water demands are provided in five-year increments over the next 25 years, as shown on Table 4-3.
- The City’s water demand projections incorporate water savings which are the result of implementation of new plumbing codes along with consumer awareness of the need to conserve water.
- The projected water demands for lower income households are identified and are included in the City’s total projected water demands.
- The City’s sources of water supply and how those sources may be impacted by climate change are discussed. The proactive actions the City and other local/regional water managers may take to address the potential climate change impacts on water supplies are also discussed.

The UWMP concludes that the City will be able to provide sufficient water supplies to meet the projected water demands of its customers, including during a five consecutive year drought period.

Commission Review

The 2020 UWMP and WSCP was submitted to the Natural Resources and Environmental Commission for review and comments.

Environmental Analysis

The preparation and approval of an Urban Water Management Plan is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to California Water Code § 10652. .

Fiscal Impact

There is no fiscal impact associated with adopting the resolution.

Public Notification of Agenda Item

Required legal notices were published in the South Pasadena Review on October 8, 2021 and October 15, 2021. The final draft of the UWMP and WSCP (Attachment 2) was made available for public review on the City’s website.

Resolution Adopting the 2020 Urban Water Management Plan and Water Shortage Contingency Plan

October 20, 2021

Page 3 of 3

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 notice in the *South Pasadena Review*. The public has been notified of the opportunity to comment on the draft 2020 UWMP via this City Council agenda item.

Attachment

1. Proposed Resolution – Adopting 2020 Urban Water Management Plan and Water Shortage Contingency Plan
2. 2020 Urban Water Management Plan Final Draft

ATTACHMENT 1

**Proposed Resolution – Adopting 2020 Urban Water
Management Plan and Water Shortage Contingency Plan**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING THE 2020 URBAN WATER MANGMENT PLAN AND
WATER SHORTAGE CONTINGENCY PLAN**

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purpose to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan;

WHEREAS, the primary objective of the Urban Water Management Plan is to ensure that sufficient water supplies will be available to meet current and future community water demands and beneficial uses, and to achieve conservation and efficient use of urban water supplies; and plan for the conservation and efficient use of water; and

WHEREAS, the City is an urban supplier of water providing water to a population over 25,000; and

WHEREAS, the Plan must be adopted after public review at least once every five years, and the City shall make any amendments or changes to its plan which are indicated by the review; and

WHEREAS, the City has therefore, prepared and circulated for public review a draft Urban Water Management Plan, and a properly noticed public hearing regarding said Plan was held by the City Council on October 20, 2021.

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

SECTION 1. The attached Urban Water Management Plan and Water Shortage Contingency Plan are hereby adopted and ordered filed with the City Clerk.

SECTION 2. The Public Works Director is hereby authorized and directed to file the Urban Water Management Plan and Water Shortage Contingency Plan with the California Department of Water Resources within 30 days after this date.

SECTION 3. The Public Works Director is hereby authorized and directed to implement the Water Conservation Programs as set forth in the Urban Water Management Plan.

SECTION 4. The City Manager shall recommend to the City Council additional regulations to carry out effective and equitable allocation of water resources.

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

PASSED, APPROVED AND ADOPTED ON this 20th day of October, 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Munoz,
Acting Deputy City Clerk
(seal)

Andrew L. Jared, 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 20th day of October, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Christina Munoz, Acting City Clerk

(seal)

ATTACHMENT 2
2020 Urban Water Management Plan Final Draft

CITY OF SOUTH PASADENA



SEPTEMBER 2021

FINAL DRAFT

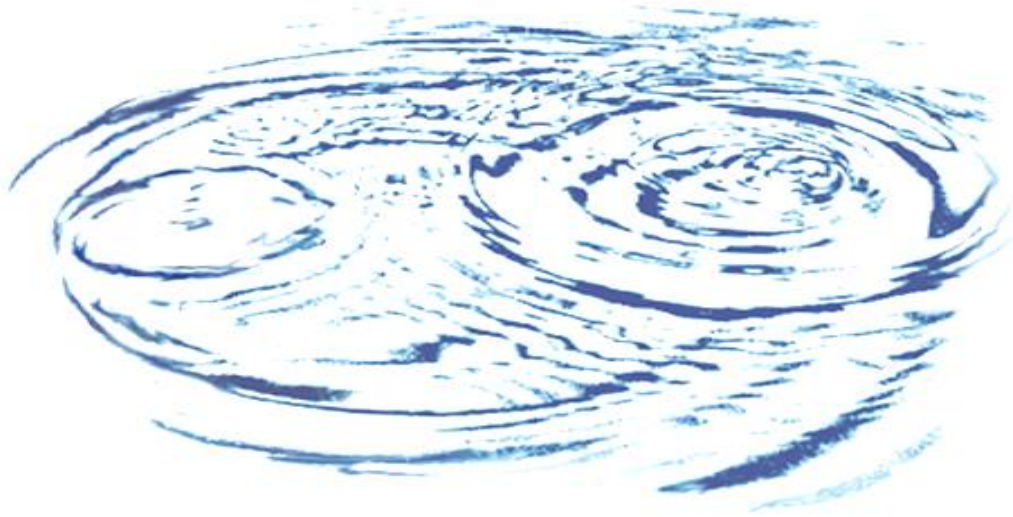
2020 URBAN WATER MANAGEMENT PLAN



FINAL DRAFT



City of South Pasadena
2020
Urban Water Management Plan



SEPTEMBER 2021



861 Village Oaks Drive, Suite 100 • Covina , California 91724
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: www.stetsonengineers.com
Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

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AB	Assembly Bill
AF	Acre-feet
AFY	Acre-feet per year
Annual Assessment	Annual Water Supply and Demand Assessment
Association	San Gabriel Valley Water Association
AWWA	American Water Works Association
BPOU	Baldwin Park Operable Unit
CECs	Constituents of emerging concern
Central District	Central Basin Municipal Water District
CIMIS	California Irrigation Management Information System
City	City of South Pasadena
Corps of Engineers	U.S. Army Corps of Engineers
Court	Superior Court of the State of California for the County of Los Angeles
CWC	California Water Code
CWEA	Cooperative Water Exchange Agreement
DACs	Disadvantaged Communities
Delta	Sacramento-San Joaquin Delta
DOF	Department of Finance
DPW	Los Angeles County Department of Public Works
DRA	Drought Risk Assessment
DMMs	Demand Management Measures
DWR	Department of Water Resources
ERP	Emergency Response Plan
ETo	Evapotranspiration
FEMA	Federal Emergency Management Agency
FY	Fiscal Year
GCMs	General Circulation Models
GIS	Geographical Information Systems
GPCD	Gallons Per Capita Per Day
gpm	Gallons Per Minute
GSP	Groundwater Sustainability Plan
JWPCP	Joint Water Pollution Control Plant
Key Well	Baldwin Park Key Well
kWh	Kilowatt Hours
LACSD	Los Angeles County Sanitation Districts
LARWQCB	Los Angeles Regional Water Quality Control Board
M&I	Municipal and Industrial
Main Basin	Main San Gabriel Basin
Main Basin Watermaster	Main San Gabriel Basin Watermaster
mg/L	Milligrams Per Liter
MSL	Mean Sea Level
MWD	Metropolitan Water District of Southern California
NCP	National Contingency Plan

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NDMA	N-nitrosodimethylamine
OSY	Operating Safe Yield
Plan	Urban Water Management Plan
RCP	Representative Concentration Pathway
RDA	Water Resource Development Assessment or Supplemental Water Reliability Storage Program
RDA II	Water Resource Development Assessment for Stormwater Augmentation Program or Supplemental Water Stormwater Augmentation Program
RDM	Robust Decision Making
River Watermaster	San Gabriel River Watermaster
ROD	Record of Decision
RRA	Risk and Resilience Assessment
SB	Senate Bill
SCAG	Southern California Association of Governments
SCE	Southern California Edison
SGMA	Sustainable Groundwater Management Act of 2014
SGVMWD	San Gabriel Valley Municipal Water District
SNMP	San Gabriel Valley Salt and Nutrient Management Plan
SWP	State Water Project
SWRCB	State Water Resources Control Board
SWRCB - DDW	State Water Resources Control Board – Division of Drinking Water
TDS	Total Dissolved Solids
Three-Year Plan	Three-Year Purchased Water Plan
TVMWD	Three Valleys Municipal Water District
USEPA	U.S. Environmental Protection Agency
Upper District	Upper San Gabriel Valley Municipal Water District
UWMP	Urban Water Management Plan
VOCs	Volatile Organic Compounds
Water Fest	Water Awareness Festival
WNWRP	Whittier Narrows Water Reclamation Plant
WQA	Water Quality Authority
WRCC	Western Regional Climate Center
WRD	Water Replenishment District of Southern California
WSAP	Water Supply Allocation Plan
WSCP	Water Shortage Contingency Plan
WUCA	Water Utility Climate Alliance
WUE	Water Use Efficiency

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CHAPTER 1

URBAN WATER MANAGEMENT PLAN INTRODUCTION AND OVERVIEW

LAY DESCRIPTION - INTRODUCTION

An urban water supplier is defined (pursuant to Section 10617 of the California Water Code¹) as “a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.”

The City of South Pasadena (City) is classified as an urban water supplier because it serves more than 3,000 customers (i.e. individual metered accounts) and it supplies more than 3,000 acre-feet of water annually to its customers for municipal purposes.

In accordance with the “Urban Water Management Planning Act”, which was enacted by the California Legislature in 1983, every urban water supplier (including the City) is required to prepare and adopt an Urban Water Management Plan (UWMP), periodically review its UWMP, and incorporate updated and new information into an updated UWMP at least once every five years.

The City’s most recent update was its 2015 UWMP (or 2015 Plan) which was submitted to, and approved by, the California Department of Water Resources (DWR). Urban water suppliers (including the City) are required to complete and submit their 2020 UWMPs to DWR by July 1st, 2021.

¹ References to CWC Sections in this 2020 UWMP were obtained from <https://leginfo.legislature.ca.gov/>



The current requirements for preparing the UWMP are included in California Water Code (CWC) Sections 10608 through 10657. The City's 2020 UWMP (or 2020 Plan) was prepared consistent with the CWC and the recommended organization provided in DWR's Final "Urban Water Management Plan Guidebook 2020" (Final 2020 UWMP Guidebook), dated March 2021.

The UWMP provides urban water suppliers (including the City) with a reliable management action plan for long-term resource planning to ensure adequate water supplies are available to meet existing and future water supply needs. In addition, the 2020 UMWP incorporates water supply reliability determinations resulting from potential prolonged drought, regulatory revisions, and/or changing climatic conditions.

The City's 2020 Plan consists of the following Chapters:

- Chapter 1 Urban Water Management Plan Introduction and Overview
- Chapter 2 Plan Preparation
- Chapter 3 System Description
- Chapter 4 Water Use Characterization
- Chapter 5 SB X7-7 Baselines, Targets, and 2020 Compliance
- Chapter 6 Water Supply Characterization
- Chapter 7 Water Service Reliability and Drought Risk Assessment
- Chapter 8 Water Shortage Contingency Plan
- Chapter 9 Demand Management Measures
- Chapter 10 Plan Adoption, Submittal, and Implementation

A lay description is presented at the beginning of each of these Chapters.



LAY DESCRIPTION – CHAPTER 1

URBAN WATER MANAGEMENT PLAN INTRODUCTION AND OVERVIEW

Chapter 1 (Urban Water Management Plan Introduction and Overview) of the City's 2020 Plan discusses and provides the following:

- An overall lay description of the 2020 Plan, including California Water Code and Urban Water Management Plan Act requirements, is provided. The City is required to prepare an Urban Water Management Plan.
- The City's 2020 Plan was prepared consistent with the recommended organization provided in DWR's Final "Urban Water Management Plan Guidebook 2020", dated March 2021. A description regarding the organization of the 2020 Plan, including a summary of each Chapter, is provided. The City's Water Shortage Contingency Plan (discussed in Chapter 8) is also included in the 2020 Plan.
- The 2020 Plan incorporates DWR's water use and supply tables (standardized tables) for the reporting and submittal of UWMP data. These tables are included within the respective sections of the 2020 Plan and in Appendix A.
- The City's coordination efforts with other planning agencies are discussed, including coordination efforts with Upper San Gabriel Valley Municipal Water District and the Southern California Association of Governments.
- The City's eligibility to receive grants and loans administered by the State of California and/or DWR, as a result of preparing the 2020 Plan, is discussed.
- Information is provided which demonstrates the City's prior, continued, and projected reduction on imported water supplies obtained (either directly or indirectly) from the Sacramento-San Joaquin Delta (Delta). The City has reduced its reliance on imported water supplies for Fiscal Year 2014-15 and Fiscal Year



2019-2020. In addition, the City is projected to continue reducing its reliance on imported water supplies through Fiscal Year 2044-45.

- The checklist developed by DWR and used by the City to incorporate the specific UWMP requirements is discussed. The completed checklist is provided in Appendix C.

1.1 RECOMMENDED UWMP ORGANIZATION

The City's 2020 Plan was prepared consistent with the recommended organization provided in DWR's Final "Urban Water Management Plan Guidebook 2020" (Final 2020 UWMP Guidebook), dated March 2021. The City's 2020 Plan consists of the following Chapters:

Chapter 1	Urban Water Management Plan Introduction and Overview
Chapter 2	Plan Preparation
Chapter 3	System Description
Chapter 4	Water Use Characterization
Chapter 5	SBX7-7 Baselines, Targets, and 2020 Compliance
Chapter 6	Water Supply Characterization
Chapter 7	Water Service Reliability and Drought Risk Assessment
Chapter 8	Water Shortage Contingency Plan
Chapter 9	Demand Management Measures
Chapter 10	Plan Adoption, Submittal, and Implementation

Pursuant to CWC requirements, the City's 2020 Plan incorporates DWR's water use and supply tables (standardized tables) for the reporting and submittal of UWMP data. DWR's standardized tables are provided within the body of the 2020 Plan text as well as in



Appendix A. The City also submitted the UWMP data (standardized tables) electronically through DWR's Online Submittal Tool.

The City's 2020 Plan also provides supporting documents (appendices) including notification letters of the Plan update, public notice of the Plan hearing, and adoption resolution from the City's governing body. Further discussions regarding these supporting documents are provided within the individual Chapters of the City's 2020 Plan.

1.2 UWMPs IN RELATION TO OTHER EFFORTS

The City is a local water purveyor that serves retail customers within the City of South Pasadena. The City is a member agency of the Upper San Gabriel Valley Municipal Water District (Upper District). The City has the legal right to pump groundwater from the Main San Gabriel Basin (Main Basin); can purchase imported water from the Metropolitan Water District of Southern California (MWD) through Upper District; and can purchase water from the City of Pasadena to serve a small portion of its service area. Upper District prepared its 2020 Plan which is incorporated in the City's 2020 Plan by reference. In addition, the City provided its 2020 Plan to Upper District, which includes water use projections in five-year increments for a normal year, a single dry year, and a five consecutive year drought over the next 25 years.

1.3 UWMPs AND GRANT OR LOAN ELIGIBILITY

Pursuant to DWR's Final 2020 UWMP Guidebook:

"In order for a Supplier to be eligible for any water grant or loan administered by DWR, the Supplier must have a current UWMP on file that has been determined by DWR to address the requirements of the Water Code. A current UWMP must also be maintained



by the Supplier throughout the term of any grant or loan administered by DWR. A UWMP may also be required in order to be eligible for other state funding, depending on the conditions that are specified in the funding guidelines. Suppliers are encouraged to seek guidance on the specifics of any state funding source from the respective funding agencies. The following sections of the Water Code are pertinent to Suppliers considering pursuit of grants or loans.”

The City’s 2020 UWMP has been prepared to meet eligibility requirements for grants and loans administered by the State and/or DWR.

1.4 DEMONSTRATION OF CONSISTENCY WITH THE DELTA PLAN FOR PARTICIPANTS IN COVERED ACTIONS

Pursuant to DWR, an urban water supplier that anticipates participating in or receiving water from a proposed project (or “covered action”) such as a multi-year water transfer, conveyance facility, or new diversion that involves transferring water through, exporting water from, or using water in the Sacramento-San Joaquin Delta (Delta) should provide information in their 2015 and 2020 UWMPs for use in demonstrating consistency with Delta Plan Policy WR P1, “*Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance*”. In addition, pursuant to California Code of Regulations, Title 23, § 5003:

(c)(1) Water suppliers that have done all of the following are contributing to reduced reliance on the Delta and improved regional self-reliance and are therefore consistent with this policy:

(A) Completed a current Urban or Agricultural Water Management Plan (Plan) which has been reviewed by the California Department of Water Resources for compliance with the applicable requirements of Water Code Division 6, Parts 2.55, 2.6, and 2.8;



(B) Identified, evaluated, and commenced implementation, consistent with the implementation schedule set forth in the Plan, of all programs and projects included in the Plan that are locally cost effective and technically feasible which reduce reliance on the Delta; and

(C) Included in the Plan, commencing in 2015, the expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance. The expected outcome for measurable reduction in Delta reliance and improvement in regional self-reliance shall be reported in the Plan as the reduction in the amount of water used, or in the percentage of water used, from the Delta watershed. For the purposes of reporting, water efficiency is considered a new source of water supply, consistent with Water Code section 1011(a).

The City has reduced its reliance on imported water supplies for FY 2014-15 and FY 2019-20. In addition, the City is projected to continue reducing its reliance on imported water supplies through FY 2044-45. A further discussion which demonstrates the City's measurable reduction in imported water reliance and improvement in regional self-reliance is provided in Appendix B.

1.5 TIPS FOR UWMP PREPARERS

The City's 2020 Plan (which includes the City's 2020 Water Shortage Contingency Plan (WSCP)) is considered an update to the City's 2015 Plan. However, the 2020 Plan and the WSCP are considered stand-alone documents. As discussed in Section 1.1, the City's 2020 UWMP was prepared consistent with the recommended organization provided in DWR's Final 2020 UWMP Guidebook.

A checklist of specific UWMP requirements is included in Appendix C. The checklist includes the page number where the required elements are addressed to assist in DWR's review of the submitted Plan.



CHAPTER 2

PLAN PREPARATION

LAY DESCRIPTION – CHAPTER 2

PLAN PREPARATION

Chapter 2 (Plan Preparation) of the City’s 2020 Plan discusses and provides the following:

- The basis for preparing an Urban Water Management Plan is provided. The City is required to prepare the 2020 Plan because it is an “urban water supplier” (the City serves more than 3,000 customers and it supplies more than 3,000 acre-feet of water annually to its customers for municipal purposes).
- The City is a “Public Water System” and is regulated by the State Water Resources Control Board - Division of Drinking Water. The City’s Public Water System number is provided in Table 2-1.
- The City’s Plan has been prepared as an “individual” plan rather than a “regional” plan in an effort to provide information specific to the City to best inform its employees, management, and customers.
- Information presented in the City’s 2020 Plan is provided on “fiscal year” basis which is from July 1 through June 30 of the following year.
- Water quantities presented in the City’s 2020 Plan are provided on an “acre-foot” basis.
- The City’s coordination and outreach efforts with wholesale water agencies, other retail water agencies, and the community are described. The City coordinated the preparation of its 2020 Plan with the Main San Gabriel Basin Watermaster,



California American Water Company, Pasadena Water & Power, San Gabriel River Watermaster, and Upper San Gabriel Valley Municipal Water District.

- The City's notification process to the city and county within which the City provides water supplies to is discussed.

2.1 PLAN PREPARATION

As discussed in Section 1.1, the City's 2020 Plan was prepared consistent with the recommended organization provided in DWR's Final 2020 UWMP Guidebook. Pursuant to DWR's Final 2020 UWMP Guidebook:

"The California Water Code (Water Code) specifies several requirements for preparing a UWMP, including who is required to prepare a UWMP; how to prepare a UWMP, depending on whether the Supplier chooses to participate in a regional or individual planning effort; selection of reporting year-type; and coordination, notification, and outreach."

Pursuant to California Water Code requirements, the City's 2020 Plan incorporates DWR's water use and supply tables (standardized tables) for the reporting and submittal of UWMP data.

2.2 BASIS FOR PREPARING A PLAN

[CWC 10617.](#)

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water



systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

CWC 10620.

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

CWC 10621.

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

The City's 2020 Plan was prepared in accordance with the UWMP Act which was established in 1983. The UWMP Act requires every "urban water supplier" to prepare and adopt a Plan, to periodically review its Plan at least once every five years and make any amendments or changes which are indicated by the review. An "Urban Water Supplier" is defined as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually.

Section 10621(a) of the CWC states, "*Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update*". As a result, DWR requires the 2020 Plans be submitted by July 1, 2021.

The City is an "urban water supplier" pursuant to Section 10617 of the CWC and directly serves potable water to more than 3,000 customers and supplies more than 3,000 acre-feet per year (AFY) at retail for municipal purposes. The City's 2020 Plan is an update to the City's 2015 Plan.



2.2.1 PUBLIC WATER SYSTEMS

CWC 10644.

(a)(2) The plan, or amendments to the plan, submitted to the department ... shall include any standardized forms, tables, or displays specified by the department.

California Health and Safety Code 116275.

(h) "Public water system" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has 15 or more service connections or regularly serves at least 25 individuals daily at least 60 days out of the year.

Pursuant to CWC requirements, the City's 2020 Plan incorporates DWR's standardized tables for the reporting and submittal of UWMP data. The standardized tables are provided within the body of the 2020 Plan text as well as in Appendix A. The City also submitted the UWMP data (from the standardized tables) electronically through DWR's Online Submittal Tool.

In addition, the City is a Public Water System and is regulated by the State Water Resources Control Board - Division of Drinking Water (SWRCB-DDW). The SWRCB-DDW requires water agencies provide the number of connections, water usage, and other information annually. The information provided to SWRCB-DDW indicates the City serves potable water to more than 3,000 customers and supplies more than 3,000 AFY. Table 2-1 provides the City's Public Water System name and number.

2.2.2 SUPPLIERS SERVING MULTIPLE SERVICE AREAS / PUBLIC WATER SYSTEMS

The City serves only a single Public Water System. Table 2-1 provides the City's Public Water System name and number.



Table 2-1 Public Water Systems

Submittal Table 2-1 Retail Only: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2020	Volume of Water Supplied 2020 *
<i>Add additional rows as needed</i>			
1910154	City of South Pasadena	6,163	3,546
TOTAL		6,163	3,546
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

2.3 REGIONAL PLANNING

The City has developed its 2020 Plan reporting solely on its service area to address all requirements of the California Water Code. The City’s 2020 Plan was not developed as a Regional Plan.

2.4 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

As shown in Table 2-2, the City’s 2020 Plan is an “Individual UWMP”. The City has developed its 2020 Plan reporting solely on its service area to address all requirements



of the California Water Code, including water use targets and baselines pursuant to SB X7-7 Water Conservation Act of 2009 reporting (discussed further in Chapter 5). The City notified and coordinated with appropriate regional agencies and constituents (See Section 2.6).

Table 2-2 Plan Identification Type

Submittal Table 2-2: Plan Identification		
Select Only One	Type of Plan	Name of RUWMP or Regional Alliance <i>if applicable</i> (select from drop down list)
<input checked="" type="checkbox"/>	Individual UWMP	
<input type="checkbox"/>	<input type="checkbox"/> Water Supplier is also a member of a RUWMP	
	<input type="checkbox"/> Water Supplier is also a member of a Regional Alliance	
<input type="checkbox"/>	Regional Urban Water Management Plan (RUWMP)	
NOTES:		

2.4.1 REGIONAL UWMP

[CWC 10620.](#)

(d)(1) An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.



As indicated in Table 2-2, the City’s 2020 Plan was developed as an “Individual UWMP” and not part of a Regional Plan.

2.4.2 REGIONAL ALLIANCE

CWC 10608.20.

(a)(1) ...Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28...

CWC 10608.28.

(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

- (1) Through an urban wholesale water supplier.*
- (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).*
- (3) Through a regional water management group as defined in Section 10537.*
- (4) By an integrated regional water management funding area.*
- (5) By hydrologic region.*
- (6) Through other appropriate geographic scales for which computation methods have been developed by the department.*

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

As indicated in Table 2-2, the City’s 2020 Plan was developed as an “Individual UWMP” and not part of a Regional Alliance.

2.5 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

CWC 10608.20.

(a)(1) Urban retail water suppliers...may determine the targets on a fiscal or calendar year basis.



2.5.1 FISCAL OR CALENDAR YEAR

The data provided in the City’s 2020 Plan is reported on a fiscal year (FY) basis, unless noted otherwise, as shown in Table 2-3. A fiscal year begins on July 1st of every year.

Table 2-3 Supplier Identification

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
<input type="checkbox"/>	Supplier is a wholesaler
<input checked="" type="checkbox"/>	Supplier is a retailer
Fiscal or Calendar Year (select one)	
<input type="checkbox"/>	UWMP Tables are in calendar years
<input checked="" type="checkbox"/>	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
07/01	
Units of measure used in UWMP * (select from drop down)	
Unit	AF
<i>* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>	
NOTES:	

2.5.2 REPORTING COMPLETE 2020 DATA

The data provided in the City’s 2020 Plan is provided on a fiscal year basis through June 30, 2020.



2.5.3 UNITS OF MEASURE

As shown in Table 2-3, the data provided in the City's 2020 Plan is reported in units of acre-feet (AF), unless noted otherwise.

2.6 COORDINATION AND OUTREACH

CWC 10631.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

2.6.1 WHOLESAL AND RETAIL COORDINATION

The City is a sub-agency of Upper District, a wholesale agency. As indicated in Table 2-4, the City has provided its 2020 Plan to Upper District which includes water use projections in five-year increments for a normal year, a single dry year, and a five consecutive year drought over the next 25 years.



Table 2-4 Water Supplier Information Exchange

Submittal Table 2-4 Retail: Water Supplier Information Exchange
The retail Supplier has informed the following wholesale supplier(s) of projected water use in accordance with Water Code Section 10631.
Wholesale Water Supplier Name
<i>Add additional rows as needed</i>
Upper San Gabriel Valley Municipal Water District
NOTES:

2.6.2 COORDINATION WITH OTHER AGENCIES AND THE COMMUNITY

CWC 10620.

(d)(3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

CWC 10642.

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan...

The City of South Pasadena is a retail water supplier that serves the majority of residents within the City of South Pasadena. The City is required to coordinate the preparation of the Plan with appropriate agencies in the area, including appropriate water suppliers that share a common source. Therefore, the City coordinated the preparation of its 2020 UWMP with the Main San Gabriel Basin Watermaster (Main Basin Watermaster),



California American Water Company, Pasadena Water & Power, San Gabriel River Watermaster and Upper District. As discussed in Section 10.2, the City notified these agencies, as well as to the City of South Pasadena and the County of Los Angeles, at least sixty (60) days prior to the public hearing of the preparation of the 2020 Plan and invited them to participate in the development of the Plan. A copy of the notification letters sent to these agencies is provided in Appendix D.

2.6.3 NOTICE TO CITIES AND COUNTIES

CWC 10621.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

As discussed in Section 10.2, notification was provided to the cities and county within which the City provides water supplies that the City was reviewing and considering amendments (updates) to the previous 2015 Plan, and as a result prepare the 2020 Plan. Notification was provided at least 60 days prior to the public hearing (see Appendix D).



CHAPTER 3

SYSTEM DESCRIPTION

LAY DESCRIPTION – CHAPTER 3

SYSTEM DESCRIPTION

Chapter 3 (System Description) of the City's 2020 Plan discusses and provides the following:

- A description of the City's service area is provided. The City is located on the westerly edge of the San Gabriel Valley in Los Angeles County. The City occupies an area of approximately 3.4 square miles and serves most residents in the City of South Pasadena. The City provides water service to residential, commercial, large landscape, and institutional/governmental facilities. The location of the City's water service area is provided in Figure 1.
- A description regarding the City's water service area climate is provided. The monthly historical average temperatures (including minimum and maximum), monthly historical average rainfall, and monthly evapotranspiration (ETo) in the vicinity of the City's service area is summarized. The sources of the climate information are also discussed.
- The population within the City's water service area is discussed and projected. The sources of the population information are also discussed. The City provides water service to an area with a current population of 25,458. The City is projected to have a population of 25,630 by Fiscal Year 2044-45.
- A discussion of land use information used by the City to develop the 2020 Plan is provided. The City reviewed the current and projected land uses within its service



area. The City also reviewed data provided by the Southern California Association of Governments, the Department of Finance, and the United States Census Bureau and prepared for counties, cities, and unincorporated areas within Southern California.

3.1 GENERAL DESCRIPTION

CWC 10631.

(a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

The City of South Pasadena was incorporated on March 2, 1888 and is located on the westerly edge of the San Gabriel Valley in Los Angeles County. The City occupies an area of approximately 3.4 square miles and serves most residents in the City of South Pasadena. The City provides water service to residential, commercial, large landscape, and institutional/governmental facilities. The City currently derives its water supply from groundwater wells that produce water from the Main Basin. The location of the City's water service area is shown on Figure 1. The City's water service area boundary relative to the vicinity municipal boundary is also provided in Figure 2.



3.2 SERVICE AREA BOUNDARY MAPS

As discussed in Section 3.1, the City's service area covers approximately 3.4 square miles encompassing the majority of the City of South Pasadena. A service area boundary map is provided on Figure 1. The City's water service area boundary relative to the City of South Pasadena municipal boundary is also provided in Figure 2.

The City's service area map was submitted online through DWR's Population Tool in a "KML" file format (i.e. Google Earth format). The KML file was originally created in a Geographical Information Systems (GIS) shape file format and converted into a KML format. To the extent information was available, metadata was included in the KML file (including map projection, contact information, start and end dates for which the map is valid, constraints, attribute table definitions, and digitizing base).

3.3 SERVICE AREA CLIMATE

CWC 10631.

(a) Describe the service area of the supplier, including ... climate...

CWC 10630.

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

The monthly historical average temperatures (including minimum and maximum), monthly historical average rainfall, and monthly evapotranspiration in the vicinity of the City's service area is summarized in the tabulation below. Historical climate information was obtained from the Western Regional Climate Center (WRCC), Los Angeles County Department of Public Works (DPW), and from DWR's California Irrigation Management Information System (CIMIS).



Service Area Climate Information

Month	Average Temperature (F)	Average Minimum Temperature (F)	Average Maximum Temperature (F)	Average Total Precipitation (Inches)	ETo (Inches)
January	54.8	43.0	66.7	4.3	2.17
February	56.2	44.4	68.1	4.4	2.54
March	58.3	46.3	70.2	3.3	3.85
April	61.4	49.1	73.7	1.4	4.61
May	64.5	52.5	76.5	0.4	5.21
June	69.0	56.1	82.0	0.1	6.00
July	74.4	60.2	88.6	0.0	6.58
August	75.0	60.6	89.5	0.1	6.38
September	73.2	58.9	87.5	0.4	4.95
October	67.4	53.8	81.0	0.7	3.55
November	60.7	47.4	74.0	1.6	2.48
December	55.3	43.4	67.3	3.1	1.90
Annual	64.2	51.2	77.2	19.7	50.22

Source:

Historical average monthly precipitation and temperature information was obtained from the Western Regional Climate Center (<http://www.wrcc.dri.edu/>) and is based on data collected from Station 046719 (Pasadena, CA) from 1893 through 2015. Historical monthly average ETo information was obtained from the California Irrigation Management Information Systems (<http://www.cimis.water.ca.gov>) and is based on data collected from Station 159 (Monrovia).

The historical average rainfall in the vicinity of the City’s service area is 19.7 inches. The City’s service area in the San Gabriel Valley has a dry climate and summers can reach average maximum daily temperatures in the high 80s. Although changes in climatic conditions will have an impact, the projected water supply demands will be based on an average year, a single dry year and a five-consecutive-year drought based on historical data and projected demands. Precipitation within the vicinity of the City’s service area is discussed further in Section 7.2.



A discussion of the City's sources of supply, how those sources may be impacted by climate change, and the proactive actions the City and other local/regional water managers may take to address the potential climate change on water supplies is provided in Section 4.5.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

3.4.1 SERVICE AREA POPULATION AND DEMOGRAPHICS

CWC 10631.

(a) Describe the service area of the supplier, including current and projected population... The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

The City provides water service to an area with a current population of 24,652. Table 3-1 presents the current and projected population of the area encompassed by the City's service area from FY 2019-20 to FY 2044-45. The City is projected to have a population of 25,630 by FY 2044-45.

The City initially reviewed the available historical populations within its service area for population growth trends. The City determined historical U.S. Census populations within its service area using DWR's Population Tool (<https://wuedata.water.ca.gov/>). The City's service area boundary was uploaded to DWR's Population Tool in a "KML" file format (i.e., Google Earth format). The KML file was originally created in a GIS shapefile format and converted into a KML format. The uploaded KML file represents the City's service area boundary from 1990 to present (2020). DWR's Population Tool utilized U.S. Census data from 1990, 2000, and 2010.

The City also reviewed population estimates from data provided by SCAG. The data provided by SCAG was based on their "The 2020-2045 Regional Transportation Plan / Sustainable Communities Strategy of the SCAG", dated September 2020. Population



data was also provided in SCAG’s “Pre-Certified Local Housing Data for the City of South Pasadena”, dated April 2021. The 2020 population estimated is consistent with the DWR’s Population Tool and with historical population growth trends. The City’s 2020 Plan incorporates the 2020 population estimate of approximately 25,458 for the City of South Pasadena estimated by SCAG to represent FY 2019-2020 population. The estimated FY 2019-20 population (also discussed in Section 5.4) was used to determine compliance with the City’s SB X7-7 water use target for 2020 (discussed in Section 5.5).

Projected populations in the City’s service area were based on growth rate projections obtained from data provided by the Southern California Association of Governments (SCAG). The data provided by SCAG was based on their “*The 2020-2045 Regional Transportation Plan / Sustainable Communities Strategy of the SCAG*”, dated September 2020, and incorporates demographic trends, existing land use, general plan land use policies, and input and projections through the year 2045 from the Department of Finance (DOF) and the US Census Bureau for counties, cities, and unincorporated areas within Southern California.

Table 3-1 Population – Current and Projected

Submittal Table 3-1 Retail: Population - Current and Projected						
Population Served	2020	2025	2030	2035	2040	2045(opt)
	25,458	25,657	25,857	26,059	26,263	26,468

NOTES: The 2020 population was obtained from SCAG's Local Housing Data Report for the City of South Pasadena (See Section 5.4.1). Growth rates obtained from SCAG data were applied to the 2020 population and projected through 2045 (See Section 3.4.1).

3.4.2 OTHER SOCIAL, ECONOMIC, AND DEMOGRAPHIC FACTORS

[CWC 10631.](#)



(a) Describe the service area of the supplier, including... other social, economic, and demographic factors affecting the supplier's water management planning.

No other demographic factors affect the City's water management planning. However, increased population will have an impact on water demand.

3.5 LAND USES WITHIN SERVICE AREA

CWC 10631.

(a) The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities.

The City reviewed the current and projected land uses within its service area during the preparation of this 2020 Plan. Information regarding current and projected land uses is included in the City's General Plan. The existing land uses within the City's service area include residential (single-family and multi-family), commercial, large landscape (open space), and institutional/governmental uses. The projected land uses within the City's service area are expected to remain similar to the existing land uses. In addition, although mostly built-out, the projected population within the City's service area is anticipated to increase (as discussed in Section 3.4). A discussion of the existing and projected water uses for the individual water use sectors within the City's service area, which includes the different land uses, is provided in Section 4.2. As discussed in Section 2.6, the City coordinated the preparation of the 2020 Plan with the City of South Pasadena, the County of Los Angeles, and other agencies.



As discussed in Section 3.4, the City obtained data from the Southern California Association of Governments document entitled "*The 2020-2045 Regional Transportation Plan / Sustainable Communities Strategy of the SCAG*", dated September 2020. Projected populations in the City's service area were based on growth rate projections developed by SCAG. The data provided by SCAG incorporates demographic trends, existing land use, general plan land use policies, and input and projections through the year 2045 from the Department of Finance and the US Census Bureau for counties, cities, and unincorporated areas within Southern California.



CHAPTER 4

WATER USE CHARACTERIZATION

LAY DESCRIPTION – CHAPTER 4

WATER USE CHARACTERIZATION

Chapter 4 (Water Use Characterization) of the City’s 2020 Plan discusses and provides the following:

- The City provides water service to individual “water use sectors”. These water use sectors include single-family residential, multi-family, commercial, landscape, and institutional (and governmental). Individual descriptions for these water use sectors are provided in Section 4.2.1.
- The City’s total water demands (including potable and recycled water) over the past 10 years have ranged from 3,317 AFY to 4,572 AFY, with an average of 3,950 AFY. The City currently measures its water use through meter data and billing records.
- The City conducts an annual water loss audit to identify distribution system water losses. Water losses can result from pipeline leaks and inaccurate metering due to faulty meters. Water loss estimates are incorporated into the City’s projected water demands.
- The City’s current and projected water demands are provided in five-year increments over the next 25 years are provided (through Fiscal Year 2044-45) as shown on Table 4-3.



- The City's water demand projections incorporate water savings which are the result of implementation of new plumbing codes along with consumer awareness of the need to conserve water.
- The projected water demands for lower income households are identified and are included in the City's total projected water demands.
- The City's sources of water supply and how those sources may be impacted by climate change are discussed. The proactive actions the City and other local/regional water managers may take to address the potential climate change impacts on water supplies are also discussed.
- The City will be able to provide sufficient water supplies to meet the projected water demands of its customers, including during a five consecutive year drought period.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

The Water Code requires a description and quantification of water uses within the City's service area, including both non-potable and potable water. The City has no current recycled water (non-potable) demands as addressed in Section 6.2.5; however, a summary is provided in Table 4-3. Furthermore, Chapter 4 addresses the City's potable water demands.



4.2 PAST, CURRENT, AND PROJECTED WATER USES BY SECTOR

CWC 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

CWC 10631.

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following...

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

The City's current and projected water demands are provided in five-year increments over the next 25 years (through FY 2044-45) in Tables 4-1, 4-2, and 4-3. The City's total water demands were projected based on a review of the SB X7-7 calculations which are discussed in Chapter 5 (including the SB X7-7 water use target for 2020), current water use factors based on recent water demands, and the total population projections based on land use trends within the City.



The City provides water service to individual “water use sectors” as identified by the California Water Code. The water use sectors supplied by the City are discussed in Section 4.2.1. The water use for each of these sectors during FY 2019-20 is provided in Table 4-1. The projected water use for each individual water use sector is provided in Table 4-2 and is based on the percentage breakdown of water use from each individual water use sector in FY 2019-20 (the percentages were then applied to the projected total water use).

Table 4-1 Demands for Potable and Non-Potable Water - Actual

Submittal Table 4-1 Retail: Demands for Potable and Non-Potable ¹ Water - Actual			
Use Type	2020 Actual		
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	Level of Treatment When Delivered Drop down list	Volume ²
Add additional rows as needed			
Single Family		Drinking Water	1,962
Multi-Family		Drinking Water	992
Commercial		Drinking Water	450
Institutional/Governmental		Drinking Water	85
Landscape		Drinking Water	4
Losses		Drinking Water	46
Other	Fire Protection	Drinking Water	7
TOTAL			3,546
¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. ² Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			



Table 4-2 Use for Potable and Non-Potable Water - Projected

Submittal Table 4-2 Retail: Use for Potable and Non-Potable ¹ Water - Projected						
Use Type	Additional Description (as needed)	Projected Water Use ² <i>Report To the Extent that Records are Available</i>				
		2025	2030	2035	2040	2045 (opt)
<p>Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool</p>						
Add additional rows as needed						
Single Family		2,192	2,210	2,229	2,246	2,262
Multi-Family		1,166	1,175	1,184	1,193	1,203
Commercial		529	533	537	541	546
Institutional/Governmental		100	101	101	102	103
Landscape		5	5	5	5	5
Losses		167	168	169	171	172
Other		8	8	8	8	8
TOTAL		4,167	4,200	4,233	4,266	4,299
<p>¹ Recycled water demands are NOT reported in this table. Recycled water demands are reported in Table 6-4. Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</p>						
NOTES:						



Table 4-3 Total Gross Water Use (Potable and Non-Potable)

Submittal Table 4-3 Retail: Total Water Use (Potable and Non-Potable)						
	2020	2025	2030	2035	2040	2045 (opt)
Potable Water, Raw, Other Non-potable <i>From Tables 4-1R and 4-2 R</i>	3,546	4,167	4,200	4,233	4,266	4,299
Recycled Water Demand ¹ <i>From Table 6-4</i>	0	0	0	0	0	0
Optional Deduction of Recycled Water Put Into Long-Term Storage ²						
TOTAL WATER USE	3,546	4,167	4,200	4,233	4,266	4,299
¹ Recycled water demand fields will be blank until Table 6-4 is complete ² Long term storage means water placed into groundwater or surface storage that is not removed from storage in the same year. Supplier <i>may</i> deduct recycled water placed in long-term storage from their reported demand. This value is manually entered into Table 4-3.						
NOTES:						



4.2.1 WATER USE SECTORS LISTED IN WATER CODE

CWC 10631.

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

- (A) Single-family residential.*
- (B) Multifamily.*
- (C) Commercial.*
- (D) Industrial.*
- (E) Institutional and governmental.*
- (F) Landscape.*
- (G) Sales to other agencies.*
- (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.*
- (I) Agricultural.*
- (J) Distribution system water loss.*

As shown in Table 4-1, the City's service area includes the following water use sectors listed in the California Water Code:

- **Single-family residential**
(A single-family dwelling unit is a lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling. Single-family residential water demands are included in retail demands.)
- **Multi-family**
(Multiple dwelling units are contained within one building or several buildings within one complex. Multi-family residential water demands are included in retail demands.)



- Commercial
(Commercial users are defined as water users that provide or distribute a product or service)
- Institutional (and governmental)
(Institutional users are defined as water user dedicated to public service. Institutional users include, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.)
- Landscape
(Landscape connections supply water solely for landscape irrigation. Landscapes users may be associated with multi-family, commercial, industrial, or institutional/governmental sites, but are considered a separate water use sector if the connection is solely for landscape irrigation. Landscape water demands are included in retail demands.)
- Distribution system losses
(Distribution system losses represent the potable water losses from the pressurized water distribution system and water storage facilities, up to the point of delivery to the customers. Additional information is discussed in Section 4.2.4)

4.2.2 WATER USE SECTORS IN ADDITION TO THOSE LISTED IN WATER CODE

The City's service area does not include other water demand sectors which are not listed in the California Water Code (including exchanges, surface water augmentation, transfers, and wetlands or wildlife habitat).



4.2.3 PAST WATER USE

Chapter 6 provides a discussion of the sources of water supply the City uses to meet its water demands. Section 6.1 provides a tabulation of the City's historical annual water demands for each water supply source. Over the past ten years, the City's total water demands have ranged from 3,317 AFY to 4,572 AFY, with an average of 3,950 AFY. In addition, the City recently experienced a five consecutive year drought within its service area from FY 2011-12 to FY 2015-16. The City reviewed its historical water demands to determine the projected water demands and water supply reliability (discussed in Chapter 7). The City is able to provide sufficient water supplies to meet the projected water demands of its customers, including during a five consecutive year drought period.

4.2.4 DISTRIBUTION SYSTEM WATER LOSS

CWC 10631.

(d)(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following...

(J) Distribution system water loss.

CWC 10631.

(3)(A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met the distribution loss standards enacted by the board pursuant to Section 10608.34.



Distribution system water losses represent the potable water losses from the pressurized water distribution system and water storage facilities, up to the point of delivery to the customers. Sources of distribution system water loss can include: inaccurate metering due to faulty meters; water use not metered such as firefighting, flushing of the water system; and pipeline leaks.

The California Water Code Section 10608.34 requires “On or before October 1, 2017, and on or before October 1 of each year thereafter, each urban retail water supplier shall submit a completed and validated water loss audit report for the previous calendar year or the previous fiscal year...” The water loss audits must follow American Water Works Association (AWWA) guidance and be validated by a certified water audit validator. The City’s water loss audits were prepared and validated pursuant to DWR requirements. The annual water loss audit reports submitted by retail water agencies in California, including the City (provided in Appendix E), are available on DWR’s website (https://wuedata.water.ca.gov/awwa_plans).

The City’s annual water loss audits identify real water losses (e.g. leaks and main failures) and apparent water losses (e.g. customer meter inaccuracies, systematic data handling errors in customer billing systems, and unauthorized consumption). The City’s distribution system water losses are based on the sum of the real and apparent water losses and are summarized in Table 4-4 for the past five years. Over the past five years, the City’s average distribution system water losses represent approximately up to 4 percent of its total water demands. This average water loss factor was incorporated into the City’s total potable water demand projections (Tables 4-2 and 4-3).



Table 4-4 12 Month Water Loss Audit Report

Submittal Table 4-4 Retail: Last Five Years of Water Loss Audit Reporting	
Reporting Period Start Date (mm/yyyy)	Volume of Water Loss ^{1,2}
07/2015	167
07/2016	139
07/2017	151
07/2018	142
07/2019	46
¹ Taken from the field "Water Losses" (a combination of apparent losses and real losses) from the AWWA worksheet. ² Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.	
NOTES: The "Volume of Water Loss" quantity for FY 2015-16 was estimated based on the CY 2016 AWWA Water Loss Audit Report and water losses reported in the 2015 UWMP. The "Volume of Water Loss" quantity for FY 2019-20 was estimated based on metered water production less metered water deliveries to customers. The "Volume of Water Loss" quantities for FY 2016-17 through FY 2018-19 were estimated based on an average percentage of the water losses compared to the total water supplied during FY 2015-16 and FY 2019-20.	

The California Water Code Section 10608.34 directs the SWRCB to “adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses.” Pursuant to this law, and as discussed above, urban retail water suppliers (including the City) have been submitting water loss audits to DWR annually since October 2017. Pursuant to Assembly Bill (AB) 1668 and (SB) Senate Bill 606, urban retail water suppliers are required to calculate an “urban water use objective”, which includes indoor, outdoor, commercial, industrial and institutional irrigation uses and allowed system water loss by the year 2024. In addition, by calendar year 2028, urban retail water suppliers are required to comply with individual volumetric standards (based on an economic model) for leak detection and repair actions. The goal of the proposed water



loss standards is to reduce collective water losses throughout California by approximately 40 percent. The City will continue to develop its water loss standard and urban water use objective pursuant to SWRCB requirements.

4.2.5 CURRENT WATER USE

The City currently measures its water use through meter data and billing records. The water use for the City's individual water use sectors during FY 2019-20 are provided in Table 4-1. Recycled water uses are addressed separately in Section 6.5; however, a summary of projected recycled water uses is provided in Table 4-3. The City's total water uses during FY 2019-20 have been reviewed for compliance with the SB X7-7 water use target for 2020 adopted in the City's 2015 Plan (discussed in Section 5.5).

DWR has created an optional "Planning Tool Worksheet" for water suppliers to review and assess monthly water use trends. DWR has deemed the tool as optional and the City is not required by DWR to use the tool. Section 6.1 provides a tabulation of the City's historical annual water uses for each water supply source. During the past 10 years, the City experienced a five consecutive year drought within its service area from FY 2011-12 to FY 2015-16. Historical records indicate the City's annual water demands had been greater prior to FY 2011-12. The City has been able to provide sufficient water supplies to its customers, including during long-term droughts and years with historically high water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months. A further discussion regarding the reliability of the City's water supply sources is provided in Chapter 7.



4.2.6 PROJECTED WATER USE

CWC 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

CWC 10631.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

CWC 10631.

(d)(4)(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(d)(4)(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

- (i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.*
- (ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.*

The City's projected water demands are provided in five-year increments over the next 25 years (through FY 2044-45) in Table 4-3. The City's projected water demands and water supplies during a normal year, a single dry year, and a five consecutive year



drought are provided in Chapter 7. The projected water demands for each of the City's water use sectors are provided in Table 4-2.

The City's water demands were projected based on a review of the SB X7-7 calculations discussed in Chapter 5 (including the SB X7-7 water use target for 2020), existing water use factors based on recent water demands, and the total population projections based on land use trends within the City. The projected water demands for the water use sectors were based on the percentage breakdown of water demands from each individual water use sector in FY 2019-20 (the percentages were then applied to the projected total water demands). A discussion of the City's water supplies from Upper District, a wholesaler, are discussed in Section 6.2. As discussed in Section 2.6, the City has coordinated its water demand projections with Upper District for each water use sector.

The City's water demand projections incorporate water savings, or "passive savings", which are the result of implementation of new plumbing codes along with consumer awareness of the need to conserve water. The City's Ordinance No. 2268 adopted in May 2014 (discussed in Section 9.2), includes methods for current and ongoing reduction in water use and water waste. Prior to adoption of Ordinance No. 2268, the City's water use rate ranged from approximately 172 gallons per capita day to 196 gallons per capita day (from 1995 through 2004). As identified in Section 5.5, the City's actual water use rate during FY 2019-20 was 124 gallons per capita per day which is a decrease of up to 68 gallons per capita per day from the recent historical water use and includes passive savings. The City's projected water demands, incorporate water use targets less than its established SB X7-7 water use target for 2020 and incorporate ongoing water passive savings and reduced water use. As indicated in Table 4-5, estimated future water savings have been considered as part of the City's water use projections.



Table 4-5 Inclusion in Water Use Projections

Submittal Table 4-5 Retail Only: Inclusion in Water Use Projections	
<p>Are Future Water Savings Included in Projections? (Refer to Appendix K of UWMP Guidebook) <i>Drop down list (y/n)</i></p>	Yes
<p>If "Yes" to above, state the section or page number, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found.</p>	Section 4.2.6 and Chapter 8
<p>Are Lower Income Residential Demands Included In Projections? <i>Drop down list (y/n)</i></p>	Yes
NOTES:	

4.2.7 CHARACTERISTIC FIVE-YEAR WATER USE

CWC 10635.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

The City’s projected water demands are provided in five-year increments over the next 25 years (and through FY 2044-45) in Table 4-3. The City’s projected water demands and water supplies during a normal year, a single dry year, and a five consecutive year drought over the next 25 years (and through FY 2044-45) are provided in Chapter 7.



The City’s “Drought Risk Assessment” (DRA) for the next five years (from FY 2020-21 through FY 2024-25) is discussed in Section 7.3. The DRA includes the City’s projected annual water demands and supplies for each of the next five years and was prepared based on the five driest consecutive years on record. The DRA provides an assessment of the City’s water service reliability during a drought lasting five years. The DRA reflects anticipated water demands and supplies prior to any expected benefits associated with water supply shortage responses included in the City’s Water Shortage Contingency Plan (provided in Chapter 8). In addition to historical drought hydrology, the City considered impacts to water supplies and demands based on climate change conditions (discussed in Section 4.5) and anticipated regulatory changes, including the urban water use objectives (discussed in Section 4.2.4)

4.3 WORKSHEETS AND REPORTING TABLES

The City’s current and projected water demands, including the water demands for each of the City’s water use sectors, are provided in five-year increments over the next 20 years (and through FY 2044-45) in Tables 4-1, 4-2, and 4-3.

4.3.1 OPTIONAL PLANNING TOOL USE ANALYSIS WORKSHEET

As discussed in Section 4.2.5, DWR has deemed the “Planning Tool Worksheet” as optional and the City is not required by DWR to use the tool. The City has provided sufficient water supplies to its customers, including during long-term droughts and years with historically high water demands. The City has also been able to provide water service to meet maximum day water demands for these years, including during the summer months. A further discussion regarding the reliability of the City’s water supply sources is provided in Chapter 7.



4.3.2 DWR 2020 UWMP SUBMITTAL TABLES

The City's current water demands for each of the water use sectors during FY 2019-20 are provided in Table 4-1. The City's projected water demands for each of the water use sectors, in five-year increments over the next 25 years (and through FY 2044-45), are provided in Table 4-2. The City's total projected water demands, including potable and recycled water, in five-year increments over the next 25 years (and through FY 2044-45), are summarized in Table 4-3. The City's distribution system water losses over the past five years, based on the sum of the real and apparent water losses, are summarized in Table 4-4. The City's annual AWWA water loss audits are provided in Appendix E.

4.4 WATER USE FOR LOWER INCOME HOUSEHOLDS

CWC 10631.1.

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

California Health and Safety Code 50079.5.

(a) "Lower income households" means persons and families whose income does not exceed the qualifying limits for lower income families... In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually.

The City's water demands projections provided in Table 4-3 include projected water demands for lower income single-family and multi-family households. A lower income household is defined as a household with an income less than 80 percent of the area median income, adjusted for family size. For the purpose of this evaluation, the entire Los Angeles County was used for the "area median income". The total number of lower income households within the City's service area was estimated based on billing records



provided by the City, a review of the City's General Plan, a review of median household income range statistics provided by the US Census Bureau (<https://data.census.gov/cedsci/>), and a review of GIS maps of Disadvantaged Communities² (DACs), including block groups, tracts, and places, provided by DWR. The estimated number of lower income households located within the City's service area is approximately 25 percent of the total number of households. As indicated in Table 4-2, the total projected residential (single family and multi-family) water demands within the City in 2045 is estimated at about 3,465 AFY. Based on a 25 percent use factor of total residential water demands, the projected water demand for lower income households will be about 880 AFY by the CY 2045. The projected water demands for lower income households were included in the City's total projected water demands, as indicated in Table 4-5.

4.5 CLIMATE CHANGE CONSIDERATIONS

CWC 10630.

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

CWC 10635.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following...

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

² GIS information for DACs is based on data from the US Census showing census block groups, tracts, and places identified as disadvantaged communities (less than 80 percent of the State's median household income) or severely disadvantaged communities (less than 60 percent of the State's median household income)



Climate is defined as “the average course or condition of the weather at a place usually over a period of years as exhibited by temperature, wind velocity and precipitation³”. A change in the climate which produces a greater amount of precipitation (i.e. more runoff and/or snowpack) and lower temperatures is generally a benefit to water supplies. However, drought conditions which may result in decreased precipitation, decreased runoff, and increased temperature may adversely affect an urban water supplier’s ability to meet demands by potentially impacting supplies. Consequently, the focus of impacts of climate change is on these adverse consequences.

Section 6.2 of this Plan describes the City’s sources of water supply, management practices associated with those sources, and the long-term reliability of those sources. Section 7.3 includes a Drought Risk Assessment which considers the potential impacts of climate change to the City’s water supply sources. Chapter 8 provides a detailed discussion of the City’s Water Shortage Contingency Plan, including but not limited to, the six standard water shortage levels in the event climate change results in a reduction to water supplies associated with a periodic drought condition. The following is a discussion of the City’s sources of supply, how those sources may be impacted by climate change, and the proactive actions the City and other local/regional water managers may take to address the potential climate change impacts on water supplies.

Imported Water Supplies

The City receives treated imported water as discussed in Section 6.2.1 and relies on the Main San Gabriel Basin Watermaster to manage the groundwater supplies of the Main Basin. Consequently, the City directly and/or indirectly relies on the Metropolitan Water District of Southern California for those imported water supplies. MWD has prepared a Regional 2020 Urban Water Management Plan which includes a discussion (Section 2.6 in MWD’s 2020 UWMP) of the reliability of its water supplies and the impacts of climate

³ www.merriam-webster.com



change and is incorporated by reference in this Plan. Furthermore, the City is a sub-agency of the Upper San Gabriel Valley Municipal Water District which has also provided a discussion of climate change considerations and that discussion is included by reference. The following is a brief summary of MWD's efforts:

Resource Planning

- MWD has established the Robust Decision Making (RDM) approach to identify vulnerabilities to its water supplies. Climate change information was applied to MWD's simulated water supply scenarios to demonstrate the vulnerability of water supplies to climate change.
- MWD altered the inflow hydrology scenarios on the Colorado River simulation model to reflect modified inflow to MWD's Colorado River aqueduct.

Knowledge Sharing and Research Support

- MWD is an active and founding member of the Water Utility Climate Alliance (WUCA) which includes 12 nationwide partners collaborating on climate change considerations. As such, MWD shares agency actions on climate change and adaptation. WUCA has also released numerous research papers on climate change.

Implementation of Programs and Policies

- MWD's programs include the use of solar energy, use of ride share programs, and reduction of greenhouse emissions. Collectively these actions are intended to impact the effects of climate change.



Groundwater Supplies – Main San Gabriel Basin

The City relies on groundwater produced from the Main San Gabriel Basin as discussed in Section 6.2.2. The Main Basin (which is included as a sub basin of the San Gabriel Valley Basin, Basin Number 4-13 pursuant to DWR Bulletin 118) has been identified by DWR as a very low-priority groundwater basin partially due to the fact it is adjudicated. In that regard, the Main Basin is actively managed by the Main Basin Watermaster and those management activities are described in detail in Section 6.2.2.

Recognizing the potential impacts of climate change on the Main Basin groundwater supplies (decreased local runoff and replenishment, along with increased groundwater production, may lead to decreased groundwater levels), the City has used climate tools available on the California Energy Commission’s Cal-Adapt website (<https://cal-adapt.org/>) to identify potential future climate change cycles for the Main Basin. The Cal-Adapt website has been developed by the Geospatial Innovation Facility at the University of California, Berkeley with funding and advisory oversight by the California Energy Commission and California Strategic Growth Council.

To address the uncertainty in future greenhouse gas emissions, Cal-Adapt has developed a Representative Concentration Pathway 4.5 (RCP 4.5) scenario and a Representative Concentration Pathway 8.5 (RCP 8.5) scenario. RCP 4.5 represents a scenario in which greenhouse gas emissions peak around 2040, then decline and stabilize. RCP 8.5 represents a scenario in which emissions continue to strongly rise through 2050 and plateau around 2100. RCP 4.5 is a “medium” emissions scenario that models a future in which there is an effort made by societies to reduce greenhouse gas emissions, whereas RCP 8.5 is a “business-as-usual” scenario. For the City’s climate change analysis, the RCP 4.5 scenario was selected.

The Cal-Adapt climate tools also incorporate several General Circulation Models (GCMs), which represent physical processes in the atmosphere, ocean, and land surface. These



GCMs projected future climates under conditions such as warm/dry, cooler/wetter, and average simulations. For the City's climate change analysis, the average condition GCM (CanESM2) was selected.

The climate tools available on the Cal-Adapt website were used to simulate projected annual precipitation and annual average maximum temperature in the Main Basin. An electronic boundary of the Main Basin was submitted online through the Cal-Adapt website in a "KML" file format (i.e. Google Earth format) and data using several of the available climate tools was generated.

Based on the data generated by the Cal-Adapt simulations (see Appendix F), the average annual rainfall in the Main Basin is projected to be 20.06 inches over the next 25 years (through 2045), compared to historical average of 18.53 inches (from 1950 through 2019). In addition, the average maximum temperature is projected to be 82.0 degrees Fahrenheit compared to a historical average of 78.5 degrees Fahrenheit. Although there may be more precipitation in the future, it may be more likely to fall as rainfall compared to snowfall. The simulations do not denote the duration or intensity of storms contributing to the annual precipitation. Notwithstanding, the San Gabriel River watershed includes a complex and interconnected series of dams, reservoirs and replenishment basins to capture stormwater runoff. In an average to below average year of precipitation, over 95 percent of the precipitation in the watershed is retained within the watershed and is not lost to the ocean. Consequently, most if not all precipitation (whether it is rain or snowfall) likely will be captured for use in the Main Basin area and not adversely impacted by a potentially higher average annual temperature.

Recognizing these potential impacts to local hydrology resulting from climate change and the resultant impacts to the groundwater supplies, the Main Basin Watermaster has taken (and may reinstate as needed) the following proactive actions to anticipate and circumvent the potential impacts of climate change. These actions will enable the City to use rely on the Main Basin as a reliable source of supply.



Judgment Amendments

Since FY 2011-12 the Main Basin Watermaster has become more pro-active by implementing provisions of the Judgment, and developing and instituting new studies, programs and plans to address the drought conditions as they progressively worsened. As a direct result of a multiple-year drought (from 2006 to 2009), the 2012 Judgment Amendments provided Watermaster with increased management flexibility and adaptability; and provided more discretion in making Basin management decisions. A key component of the Judgment Amendments was the new Water Resource Development Assessment (RDA) to be levied on all production. The RDA was designed to help address the potential future unavailability of imported replenishment water supplies, by allowing the Watermaster to collect RDA funds and purchase replenishment water for storage in the Basin to offset a future Replacement Water obligation (discussed in Section 6.2.2).

Storm Water Capture

During FY 2011-12, the Watermaster convened an Ad Hoc Committee on storm water capture to help address the local drought conditions that resulted in the historic low Key Well (representing groundwater elevation in the Main Basin) elevation in 2009. The Ad Hoc Committee performed extensive research and coordinated closely with the Los Angeles County, Department of Public Works to identify and prioritize several potential new and enhanced storm water capture projects.

Reduce Operating Safe Yield

The adjudicated water rights in the Main Basin are approximately 200,000 AF. Through adoption of an annual Operating Safe Yield the Main Basin Watermaster has the ability to reduce the amount of water rights available to Producers before they must pay an assessment for expensive imported water. The Operating Safe Yield has previously been



set at 150,000 AF which has been about 75 percent of the adjudicated total. This action provides producers with an economic incentive to reduce demands.

Cyclic Storage

Cyclic Storage allows a producer who anticipates a Replacement Water obligation to also pre-purchase imported water and store it in the Main Basin to meet its future Replacement Water obligation. The use of Cyclic Storage helps increase groundwater levels, however, wet Replacement Water deliveries are deferred. Consequently, Cyclic Storage water will be applied to Replacement Water obligations for the short-term (one to three years), significantly reducing actual deliveries of Replacement Water. Therefore, with significant amounts of water stored in Cyclic Storage, setting “lower” Operating Safe Yields will have almost no short-term impacts on Basin water levels/supplies.

Conservation

The Main Basin Watermaster passed Resolution No. 03-14-260 declaring “drought conditions” and encouraged all Basin water producers to adopt reduced pumping and water conservation activities at the retail level. Due to conservation efforts in the Main Basin, production decreased from 242,900 AF in FY 2012-13 to 182,800 AF in FY 2015-16, a total of 60,100 AF. Groundwater production was 192,600 AF in FY 2019-20. With less water being pumped from the Main Basin, this has helped maintain groundwater levels in the Main Basin.

Recycled Water for Replenishment

The Main Basin Watermaster has declared its support for a new recycled water supply project for Main Basin replenishment. When completed, the project could supply up to 100 percent of the overall imported replenishment water requirements.



Basinwide Low Water Vulnerability Assessment

During FY 2013-14, the Main Basin Watermaster initiated an evaluation of the potential impacts to groundwater production wells and local potable water supplies. The Watermaster also updated the basinwide information on water purveyor inter-connections in the event water supply from groundwater wells are reduced.

In-Lieu Program

During FY 2014-15, the Main Basin Watermaster re-instated the In-Lieu Program, where Watermaster funded a Producer's cost difference to take direct delivery of MWD imported water "in-lieu" of pumping from its groundwater wells. The In-Lieu Program provided imported water to the Basin, and preserved groundwater supply in the Basin.

Stormwater Augmentation Program

During FY 2015-16, the Main Basin Watermaster evaluated other ways to help manage the Main Basin water supplies. While Southern California remained in extreme drought, northern California received above-average precipitation. As a result, replenishment water was made available. The Main Basin Watermaster determined that during the previous five consecutive year drought from FY 2011-12 through FY 2015-16, nearly 400,000 acre-feet had been pumped from the Main Basin and not replaced by local rainfall and local runoff replenishment.

The Water Resource Development Assessment for Stormwater Augmentation Program (RDA II) was developed by the Main Basin Watermaster to help manage Main Basin water supplies under the perceived "worst case" hydrologic conditions, which was assumed to be two additional five consecutive year droughts, using the same hydrologic conditions as the recent FY 2011-12 through FY 2015-16 severe drought. Based upon ten (10) additional consecutive years of drought, the new RDA II Program is intended to purchase



imported replenishment water (when available), for stormwater augmentation, to maintain the Baldwin Park Key Well (Key Well) elevation above 180 feet by the end of the tenth year. This Key Well elevation essentially ensures continued Main Basin water supply to the Main Basin Producers under a worst case, 15-year sustained drought. The RDA II Program has an assessment of \$140 per AF on all FY 2019-20 production and is planned to increase to \$175 per AF on all FY 2020-21 production. Main Basin Watermaster will use the RDA II funds to purchase untreated imported water to replenish the Basin for the “general benefit” of all Producers within the Main Basin. The RDA II untreated imported water will supplement local stormwater replenishment, enhance overall Main Basin conditions, and have “no right of recovery” using a water right, by any Main Basin producer.

Funding for the RDA II Program is based on the current year’s production. For example, assessments on FY 2019-20 production were levied in August 2020 and received by Watermaster by September 20, 2020. Main Basin Watermaster has adopted a plan to purchase a minimum of 31,000 acre-feet in December 2020; 33,551 acre-feet in December 2021; 27,800 acre-feet in December 2022; and 30,000 acre-feet in December 2023, under an MWD Letter Agreement which includes Upper District and Three Valleys Municipal Water District. This pre-delivered MWD water is purchased out of MWD’s Cyclic Storage account and will be paid for by the Main Basin Watermaster, primarily using funds from the Resource Development Assessments from Upper District and Three Valleys Municipal Water District producers.



CHAPTER 5

SB X7-7 BASELINES, TARGETS, AND 2020 COMPLIANCE

LAY DESCRIPTION – CHAPTER 5

SB X7-7 BASELINES, TARGETS, AND 2020 COMPLIANCE

Chapter 5 (SB X7-7 Baselines, Targets, and 2020 Compliance) of the City’s 2020 Plan discusses and provides the following:

- The Water Conservation Act of 2009 (or SB X7-7) required the State of California achieve a 20 percent reduction in urban water use by the year 2020.
- SB X7-7 required urban water suppliers, including the City, to develop a “2020 Water Use Target” to assist the State of California to achieve the 20 percent reduction. The 2020 Water Use Target represents the amount of water each person should use per day (i.e. gallons per capita per day or GPCD) by the year 2020.
- The City previously determined its 2020 Water Use Target during the preparation of its 2015 Plan by completing standardized tables (or the SB X7-7 Verification Form) to demonstrate compliance with the Water Conservation Act of 2009. The City’s SB X7-7 Verification Form has not been modified and is included as part of this 2020 Plan as Appendix G. The City’s 2020 Water Use Target is 150 GPCD.
- The City’s 2020 Plan incorporates the 2020 Water Use Target and determines compliance based on actual water use.
- The population within the City’s service area during Fiscal Year 2019-20 is estimated at 24,652. The City’s population was estimated using the California Department of Water Resources’ online “Population Tool” which incorporates



United States Census data in a Geographic Information Systems (or GIS) format to estimate the population within the City's service area.

- The City's "gross water" use represents the total volume of water entering its distribution system from its water supply sources. The City's annual gross water during Fiscal Year 2019-20 was 3,546 AF.
- The City's per-capita water use is based on the gross water use divided by the population. The City's per-capita water use during Fiscal Year 2019-20 was 124 GPCD. The City's confirmed 2020 Water Use Target is 150 GPCD. The City's per-capita water use during Fiscal Year 2019-20 meets the 2020 Water Use Target.
- The City has also demonstrated compliance with the 2020 Water Use Target by completing the SB X7-7 2020 Compliance Form (provided in Appendix H).

5.1 GUIDANCE FOR WHOLESALE SUPPLIERS

[CWC 10608.12.](#)

(l) "Urban wholesale water supplier," means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

The City is not a wholesale agency and is not required by DWR to complete Section 5.1.

5.2 SB X7-7 FORMS AND SUMMARY TABLES

The City previously calculated its "Baseline" water periods and a "2020 Water Use Target" in its 2015 Plan. There were two different Baseline periods identified (consisting of a "10-year Baseline" period and a "5-year Baseline" period). The average water use for each of these two Baseline periods, expressed in GPCD, represents the Baseline water use for



each period. A 10-year Baseline period was identified by the City and information regarding the starting year, ending year, and average year water use rate during this period is provided in Table 5-1. The City determined its 2020 Water Use Target by calculating 80 percent of the 10-year Baseline water use.

According to Section 10608.22 of the California Water Code, if an urban retail water supplier's 5-year Baseline period water use is greater than 100 GPCD, the calculated 2020 Water Use Target may need to be reduced. A 5-year Baseline period was identified by the City and information regarding the starting year, ending year, and average water use rate during this period is provided in Table 5-1. The average water use rate during the identified 5-year Baseline period was greater than 100 GPCD. As a result, the 5-year Baseline period was used to determine if the 2020 Water Use Target required any adjustments.

The City's calculated 2020 Water Use Target was compared with the 95 percent of the average water use within the 5-year Baseline to determine if any adjustments were required. The Baseline water uses were used to confirm the City's 2020 Water Use Target (which represents the per capita water use target for 2020 pursuant to SB X7-7).

5.2.1 SB X7-7 VERIFICATION FORM (BASELINES AND TARGETS)

The City's service area has not changed (i.e., expansion or contraction) since the 2015 Plan was prepared. The City's 2020 Plan incorporates the Baseline water uses and 2020 Water Use Target calculated in the 2015 Plan. The City previously prepared standardized tables (SB X7-7 Verification Form) to demonstrate compliance with the Water Conservation Act of 2009 in its 2015 Plan, including compliance with the City's 2015 Interim Water Use Target. The City's SB X7-7 Verification Form has not been modified and is included as part of this 2020 Plan as Appendix G.



5.2.2 SB X7-7 2020 COMPLIANCE FORM

The City’s compliance with its 2020 Water Use Target is summarized in the following sections. The City has also demonstrated compliance with the 2020 Water Use Target by completing the SB X7-7 2020 Compliance Form (provided in Appendix H).

5.2.3 SUBMITTAL TABLES 5-1 AND 5-2

Summary information from the SB X7-7 Verification Form and from the SB X7-7 2020 Compliance Form is provided in Tables 5-1 and 5-2 below.

Table 5-1 Baselines and Targets Summary from SB X7-7 Verification Form

Submittal Table 5-1 Baselines and Targets Summary From SB X7-7 Verification Form <i>Retail Supplier or Regional Alliance Only</i>				
Baseline Period	Start Year *	End Year *	Average Baseline GPCD*	Confirmed 2020 Target*
10-15 year	1995	2004	188	150
5 Year	2003	2007	181	
<i>*All cells in this table should be populated manually from the supplier's SBX7-7 Verification Form and reported in Gallons per Capita per Day (GPCD)</i>				
NOTES:				



Table 5-2 2020 Compliance from SB X7-7 2020 Compliance Form

Submittal Table 5-2: 2020 Compliance From SB X7-7 2020 Compliance Form <i>Retail Supplier or Regional Alliance Only</i>				
2020 GPCD			2020 Confirmed Target GPCD*	Did Supplier Achieve Targeted Reduction for 2020? Y/N
Actual 2020 GPCD*	2020 TOTAL Adjustments*	Adjusted 2020 GPCD* <i>(Adjusted if applicable)</i>		
124	0	124	150	Y
<i>*All cells in this table should be populated manually from the supplier's SBX7-7 2020 Compliance Form and reported in Gallons per Capita per Day (GPCD)</i>				
NOTES:				

5.2.4 REGIONAL UWMP/REGIONAL ALLIANCE

As discussed in Section 2.4, the City’s 2020 Plan was not developed as part of a Regional Alliance. Information from the City’s 2020 Plan is not required to be reported in a Regional Alliance report.

5.3 BASELINE AND TARGET CALCULATIONS FOR 2020 UWMPs

5.3.1 SUPPLIER SUBMITTED 2015 UWMP, NO CHANGE TO SERVICE AREA

The general requirements associated with determining the Baseline periods, Baseline water uses, and 2020 Water Use Target were previously provided by DWR. Based on the requirements, the City calculated the Baseline water uses and 2020 Water Use Target



in its 2015 Plan. The City's service area has not changed (i.e. expansion or contraction) since the 2015 Plan was prepared. The City's 2020 Plan incorporates the Baseline water uses and 2020 Water Use Target calculated in the 2015 Plan. The City's SB X7-7 Verification Form is included in Appendix G.

As discussed in Section 5.2.1, the City prepared standardized tables (SB X7-7 Verification Form) to demonstrate compliance with the Water Conservation Act of 2009. The City's SB X7-7 Verification Form is provided in Appendix G and includes Baseline water uses and the 2020 Water Use Target. A summary of the Baseline water uses and 2020 Water Use Target is discussed below.

The California Water Code allows an urban water supplier to calculate up to a 15-year Baseline period if at least 10 percent of its 2008 retail water demands were met through recycled water deliveries within its service area, otherwise calculation of a 10-year Baseline period is required. The City did not receive any recycled water deliveries during FY 2007-08. Consequently, a 10-year Baseline period was identified by the City and information regarding the starting year, ending year, and average water use rate during this period is provided in Table 5-1. Water systems could potentially identify their 2020 Water Use Target by calculating 80 percent of the 10-year Baseline water use.

According to Section 10608.22 of the California Water Code, if an urban retail water supplier's 5-year Baseline period water use is greater than 100 GPCD, the calculated 2020 Water Use Target may need to be reduced. A 5-year Baseline period was identified by the City and information regarding the starting year, ending year, and average water use rate during this period is provided in Table 5-1. The average was use rate during the identified 5-year Baseline period was greater than 100 GPCD. As a result, the 5-year Baseline period was used to determine if the 2020 Water Use Target required any adjustments.



The City's calculated 2020 Water Use Target was compared with the 95 percent of the average water use within the 5-year Baseline to determine if any adjustments were required. The City's confirmed 2020 Water Use Target is 150 GPCD and is summarized in Table 5-1.

5.4 METHODS FOR CALCULATING POPULATION AND GROSS WATER USE

5.4.1 SERVICE AREA POPULATION

CWC 10608.20.

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

CWC 10644.

(a)(2) The plan... shall include any standardized forms, tables, or displays specified by the department.

A discussion regarding the City's compliance with the 2020 Water Use Target is provided in Section 5.5. Compliance with the 2020 Water Use Target is based on the total estimated population within the City's water service during FY 2019-20. Because U.S. Census 2020 population data was not available during the preparation of the 2020 Plan, the City reviewed the methodologies recommended by DWR to estimate the FY 2019-20 population. The population methodology used by the City in the 2020 Plan is provided below.

The City initially reviewed the available historical population within its service area for population growth trends. The City determined historical U.S. Census population within



its service area using DWR's Population Tool (<https://wuedata.water.ca.gov/>). The City's service area boundary was uploaded to DWR's Population Tool in a "KML" file format (i.e. Google Earth format). The KML file was originally created in a GIS shapefile format and converted into a KML format. The uploaded KML file represents the City's service area boundary from 1990 to present (2020). DWR's Population Tool utilized U.S. Census data from 1990, 2000, and 2010, along with the City's service area boundary, to estimate the population served by the City in the years 1990, 2000, and 2010.

The City also reviewed population estimates from data provided by SCAG. The data provided by SCAG was based on their "The 2020-2045 Regional Transportation Plan / Sustainable Communities Strategy of the SCAG", dated September 2020. Population data was also provided in SCAG's "Pre-Certified Local Housing Data for the City of South Pasadena", dated April 2021. The 2020 population estimated is consistent with the DWR's Population Tool and with historical population growth trends. The City's 2020 Plan incorporates the 2020 population estimate of approximately 20,458 for the City of South Pasadena estimated by SCAG to represent FY 2019-2020 population. The City's FY 2019-20 population is presented in Table 3 of the SB X7-7 2020 Compliance Form.

5.4.2 GROSS WATER USE

CWC 10608.12.

(h) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.*
- (2) The net volume of water that the urban retail water supplier places into long-term storage.*
- (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.*
- (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.*

California Code of Regulations Title 23 Division 2 Chapter 5.1 Article 1, Section 596.



(a) An urban retail water supplier that has a substantial percentage of industrial water use in its service area is eligible to exclude the process water use of existing industrial water customers from the calculation of its gross water use to avoid a disproportionate burden on another customer sector.

Gross water use represents the total volume of water entering a distribution system (but excludes recycled water deliveries, water placed into long term storage, water conveyed to another supplier, water delivered for agricultural use, and process water if there is a substantial percentage used for industrial purposes) over a 12-month period. The City's annual gross water use amounts are based on the total amount of water entering the City's distribution system from its water supply sources (including groundwater production wells, purchased water, and purchased imported water). The annual gross water use by the City during FY 2019-20 was 3,546 AF.

The annual gross water use amounts within the City for each year of the Baseline periods (discussed in Section 5.2) are provided in SB X7-7 Verification Form, Table 4 (Appendix G). A further discussion of the Baseline periods is provided in Section 5.2.

The City currently does not use indirect recycled water within its service area. The City is not required by DWR to complete SB X7-7 Verification Form, Table 4-B.

Industrial process water is not subtracted from the City's gross water use provided in SB X7-7 Verification Form, Table 4. The City is not required by DWR to complete SB X7-7 Verification Form, Table 4-C.1, Table 4-C.2, Table 4-C.3, Table 4-C.4, and Table 4-D.



5.5 2020 COMPLIANCE DAILY PER CAPITA WATER USE (GPCD)

CWC 10608.12.

(f) "Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

CWC 10608.20.

(e) An urban retail water supplier shall include in its urban water management plan due in 2010... compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

As discussed in Section 5.4.2, the annual gross water use by the City during FY 2019-20 was 3,546 AF. As discussed in Section 5.4.1, the estimated population within the City's service area for FY 2019-20 is 24,652. As a result, the City's per-capita water use during FY 2019-20 was 124 GPCD. As discussed in Section 5.3, the City's confirmed 2020 Water Use Target is 150 GPCD. The City's per-capita water use during FY 2019-20 meets the 2020 Water Use Target and is in compliance. The City has also demonstrated compliance with the 2020 Water Use Target by completing the SB X7-7 2020 Compliance Form (provided in Appendix H).

5.5.1 2020 ADJUSTMENTS FOR FACTORS OUTSIDE OF SUPPLIER'S CONTROL

CWC 10608.24.

(d)(1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.



(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use, Methodology 4.

This section discusses adjustments to compliance-year GPCD because of changes in distribution area caused by mergers, annexation, and other scenarios that occur between the baseline and compliance years.

The City has determined compliance with the 2020 Water Use Target without adjusting its annual gross water use during FY 2019-20.

5.5.2 SPECIAL SITUATIONS

The City's 2020 Plan incorporates the Baseline water uses and 2020 Water Use Target calculated in the 2015 Plan. There were no special situations that required the City to recalculate the Baseline water uses and 2020 Water Use Target.

5.5.3 IF SUPPLIER DOES NOT MEET 2020 TARGET

The City's per-capita water use during FY 2019-20 meets the 2020 Water Use Target and is in compliance.

5.6 REGIONAL ALLIANCE

As discussed in Section 2.4, the City's 2020 Plan was not developed as part of a Regional Alliance. Information from the City's 2020 Plan is not required to be reported in a Regional Alliance report.



CHAPTER 6

WATER SUPPLY CHARACTERIZATION

LAY DESCRIPTION – CHAPTER 6

WATER SUPPLY CHARACTERIZATION

Chapter 6 (Water Supply Characterization) of the City's 2020 Plan discusses and provides the following:

- The City's water supply sources include: groundwater pumped from the Main San Gabriel Basin; treated imported water purchased from Metropolitan Water District of Southern California through Upper San Gabriel Valley Municipal Water District; and purchased water from the City of Pasadena. The City's main source of water supply is groundwater pumped from the Main San Gabriel Basin.
- A tabulation of the City's historical water supplies is provided in Section 6.1.
- A discussion regarding the City's imported water supplies from Upper San Gabriel Valley Water District is provided. Information regarding imported water connections, capacities, reliability, and historical production is provided.
- A discussion regarding the City's purchased water supplies from the City of Pasadena is provided. Information regarding purchased water connections, capacities, and historical production is provided.
- A discussion regarding the City's groundwater supplies from the Main San Gabriel Basin is provided. Information regarding basin location, adjudication, management, water levels, water quality, water rights, and historical production is provided.



- The City's proposed future projects to maximize its water supply resources are discussed.
- The City's "energy intensity" is discussed and represents the quantity of energy consumed, measured in kilowatt hours, divided by the volume of water, measured in acre-feet over a one-year period. The total energy intensity associated with the City's water management processes was estimated during FY 2019-20.

In this Chapter, the City will identify and describe each of its sources of water supply. In addition, the City will describe the following:

- Management of each water supply source;
- Current provisions of a basin adjudication or Groundwater Sustainability Plan (GSP), as applicable, pertaining to management of groundwater supplies;
- Measures the City is taking to develop potential new sources of water supply (as applicable); and
- Opportunities for exchanges and transfers on a long- or short-term basis.

The characterization of the City's water supply sources will account for the anticipated availability during a normal year, a single dry year, a five consecutive year drought, along with projections through FY 2044-45.



6.1 WATER SUPPLY ANALYSIS OVERVIEW

CWC 10631.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

CWC 10631.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

The City's water supply sources include: groundwater pumped from the Main Basin; treated imported water purchased from MWD through Upper District; and purchased water from the City of Pasadena. The City's main source of water supply is groundwater pumped from the Main Basin. A tabulation of the City's historical water supplies is provided below.



Fiscal Year	System Water Supply Sources (AF)			Total
	Groundwater	Purchased Water		
	Main San Gabriel Basin	MWD Imported Water	City of Pasadena	
2010-11	4,354	15	19	4,387
2011-12	4,421	4	21	4,446
2012-13	4,350	196	23	4,569
2013-14	4,461	88	23	4,572
2014-15	3,710	145	17	3,872
2015-16	3,303	0	14	3,317
2016-17	3,451	5	18	3,474
2017-18	2,620	1,136	21	3,778
2018-19	1,950	1,577	15	3,542
2019-20	3,358	173	14	3,546

Source: Data provided by the City

6.1.1 SPECIFIC ANALYSIS APPLICABLE TO ALL WATER SUPPLY SOURCES

The section below provides a discussion of the following information to the extent practical:

- The City’s existing and planned sources of water supply are identified;
- Each source of supply is quantified in five-year increments through FY 2044-45;
- The anticipated supply availability under normal, single dry, and five consecutive dry years, and any other water year conditions included in the Drought Risk Assessment (see Chapter 7) are described;
- The management of each water supply in correlation with other identified supplies is described.
- Information pertinent to the reliability analysis, including climate change effects, is considered.



The City historically has relied on groundwater pumped from the Main Basin; treated imported surface water purchased from MWD through Upper District; and purchased water from the City of Pasadena. The following descriptions summarize the City's sources of supply (detailed descriptions are provided in Section 6.2).

Existing and Planned Sources of Supply

Purchased Treated Imported Water

The City has historically purchased treated imported water from Upper District, as described in Section 6.2.1. In addition, Section 6.2.1 provides a detailed discussion of the existing and planned supply of the treated imported water, including a description of the management and reliability of those treated imported water supplies. Table 6-8 summarizes the actual treated imported water supply for FY 2019-20. In addition, Table 6-9 summarizes the projected water supply, in five-year increments, through FY 2044-45 under varying water supply conditions.

Purchased Water

The City has historically purchased water from the City of Pasadena, as described in Section 6.2.1. Table 6-8 summarizes the actual water supply for FY 2019-20. In addition, Table 6-9 summarizes the projected water supply, in five-year increments, through FY 2044-45 under varying water supply conditions.

Groundwater

The City has historically pumped groundwater from the Main Basin as described in Section 6.2.2. In addition, Section 6.2.2 provides a detailed discussion of the existing and planned supply of the groundwater, including a description of the management and reliability of those groundwater supplies. Table 6-8 summarizes the actual groundwater



supplies for FY 2019-20. In addition, Table 6-9 summarizes the projected water supply, in five-year increments, through FY 2044-45 under varying water supply conditions.

Surface Water

The City does not use surface water supplies to meet its water demands.

Storm Water

The City has historically received groundwater from the Main Basin. Management and use of the stormwater runoff from the Main Basin watershed is crucial to groundwater management. Additional information regarding potential stormwater capture programs within the City is discussed in Section 6.2.4.

Wastewater and Recycled Water

The City does not use recycled water sources to meet its water demands.

6.1.2 OTHER CHARACTERIZATION CONSIDERATIONS

A description of the City's water system along with a map of its service area is included in Chapter 3. In addition, the agencies which manage the water supplies used by the City are identified in Section 6.2.1 (purchased or imported water), 6.2.2 (groundwater), 6.2.3 (surface water), 6.2.4 (stormwater), and 6.2.5 (recycled water).

6.1.3 OPTIONAL PLANNING TOOL

As discussed in Section 4.2.5, DWR has created an optional "Planning Tool Worksheet" for water suppliers to review and assess monthly water use trends. DWR has deemed the tool as optional and the City is not required by DWR to use the tool. Section 6.1



provides a tabulation of the City's historical annual water uses for each water supply source. During the past 10 years, the City experienced a five consecutive year drought within its service area from FY 2011-12 to FY 2015-16. Historical records indicate the City's annual water demands had been greater prior to FY 2011-12. The City has been able to provide sufficient water supplies to its customers, including during five consecutive year drought periods and years with historically high water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months. A further discussion regarding the reliability of the City's water supply sources is provided in Chapter 7.

6.2 NARRATIVE SECTIONS FOR SUPPLIER'S UWMP WATER SUPPLY CHARACTERIZATION

6.2.1 PURCHASED OR IMPORTED WATER

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

The City can purchase treated imported water from MWD through Upper District. MWD imports water from the Colorado River through the Colorado River Aqueduct, owned and operated by MWD, and the State Water Project (SWP), which utilizes the California Aqueduct for transmission to Southern California. Water delivered to Upper District's member agencies can be treated at MWD's Weymouth Treatment Plant located in the City of La Verne.

Upper District uses a tiered rate structure for water sales to its member agencies, including the City. Any water purchases in excess of the Tier 1 allocation may incur Tier 2 rates. The City can purchase treated imported water directly from its USG-2 (10 cubic feet per second) connection. The City's purchases of treated imported water from Upper District over the past five years has been tabulated in Section 6.1. Over the past five



years, the City has purchased 0 AFY to 1,577 AFY, with an average of 578 AFY from Upper District. The City's projected purchases of treated imported water from Upper District, over the next 25 years in five-year increments, is provided in Table 6-9.

The City's treated imported water supplies from MWD, through Upper District, may be impacted during a multi-year drought or other conditions which limits MWD from delivering sufficient water supplies to all of its member agencies, and consequently to the City. In anticipation of such a reduction in supplies, MWD developed a Water Supply Allocation Plan (WSAP) which is briefly described below. The WSAP provides a means of equitably providing reduced water supplies to each of MWD's member agencies for up to 10 levels of reduction representing up to a 50 percent reduction.

During calendar year 2007, critically dry conditions impacted MWD's water supply sources. In addition, a ruling in the Federal Courts in August 2007 provided protective measures for the Delta Smelt (and subsequently other aquatic species) in the Sacramento-San Joaquin River Delta resulting in restrictions on the availability of State Water Project water. As a result, MWD adopted a WSAP in February 2008 to allocate available water supplies to its member agencies. MWD revised the WSAP in December 2014.

The WSAP establishes ten different shortage levels and a corresponding Allocation to each member agency. Based on the shortage levels established by MWD, the WSAP provides a separate reduced Allocation to a member agency for its 1) Municipal and Industrial (M&I) retail demand and 2) replenishment demand. The WSAP formula considers historical local water production, full service treated water deliveries, agricultural deliveries and water conservation efforts when calculating each member agency's Allocation.

In general, the WSAP process calculates total historical member agency demand. That historical demand is then compared to member agency projected local supply for a specific Allocation year. The balance required from MWD, less an Allocation reduction



factor, is the member agency's "Water Supply Allocation" of imported water from MWD. When a member agency reduces its local demand through conservation or other means, the Allocation of imported water will increase. Depending on MWD's available supply, MWD can establish a specific WSAP shortage level. The shortage level causes a regional reduction and calculates an allocation for each of its member agency. Additional information about MWD's WSAP is provided in MWD's Regional 2020 UWMP which is incorporated by reference. The following is a summary of MWD's water shortage levels:

- Level 1 – Regional Percent Reduction of 5%
- Level 2 – Regional Percent Reduction of 10%
- Level 3 – Regional Percent Reduction of 15%
- Level 4 – Regional Percent Reduction of 20%
- Level 5 – Regional Percent Reduction of 25%
- Level 6 – Regional Percent Reduction of 30%
- Level 7 – Regional Percent Reduction of 35%
- Level 8 – Regional Percent Reduction of 40%
- Level 9 – Regional Percent Reduction of 45%
- Level 10 – Regional Percent Reduction of 50%

In response to a fourth consecutive year of below average rainfall and critically dry conditions, MWD declared a WSAP Allocation Level 3 for fiscal year 2015-16, which represented a regional reduction of 15 percent. MWD rescinded the WSAP for fiscal year 2016-17 and has not reinstated the WSAP since that time.

In response to the continued drought conditions, MWD's Board of Directors declared a Water Supply Alert in August 2021, calling for consumers and businesses to voluntarily reduce their water use and help preserve the region's storage reserves. This declaration comes a day after the United States Bureau of Reclamation declared a first-ever shortage on the Colorado River. A Water Supply Alert is the third of four escalating conditions in MWD's framework indicating the urgency of Southern California's need to save water.



The action calls for water agencies to reduce their water demand through public awareness campaigns and by adopting local measures including increased outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request. MWD's declaration seeks to avoid the need for more severe actions, including moving to the fourth and final stage in MWD's framework (i.e. WSAP). In addition, while shortages in the Colorado River can potentially impact water supplies, MWD owns priority rights to the Colorado River and water supply will not be impacted in the immediate future. MWD has indicated that its supplies from the Colorado river will not be impacted in 2022 and may be impacted in 2023 and more likely in 2024, if the drought continues⁴, which could potentially trigger the WSAP through which MWD would implement higher rates for increased use among its member agencies.

CITY OF PASADENA

The City purchases water from the City of Pasadena through three interconnections to serve a small portion of the City's service area. The three interconnections have a combined capacity of approximately 2,000 gallons per minute (gpm). The size and capacity of each interconnection are listed below:

- 8-inch metered interconnection with a capacity of 500 to 600 gpm.
- 8-inch metered interconnection with a capacity of about 1,000 gpm.
- 8-inch metered interconnection with a capacity of about 500 to 600 gpm.

⁴ <https://www.latimes.com/california/story/2021-08-17/amid-worsening-drought-mwd-declares-water-supply-alert>



The City's water purchases from the City of Pasadena over the past five years have been tabulated in Section 6.1. The City has purchased 14 AFY to 21 AFY, with an average of 17 AFY from the City of Pasadena. The City's projected purchases of water from the City of Pasadena, over the next 25 years in five-year increments, are provided in Table 6-9.

6.2.2 GROUNDWATER

CWC 10631.

(b)(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(C) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(D) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.



MAIN SAN GABRIEL BASIN

Main Basin - Sustainable Groundwater Management Act

The Main Basin is a sub-basin of the San Gabriel Valley Basin pursuant to DWR Bulletin 118, Basin Number 4-013. Pursuant to the Sustainable Groundwater Management Act of 2014 (SGMA), the Main Basin was named as an adjudicated groundwater basin and is exempt from the requirements of developing a GSP and subsequently was designated a very-low-priority basin in DWR's 2019 SGMA Basin Prioritization report. In compliance with SGMA, the Main Basin Watermaster submits its Annual Report to DWR.

Main Basin - Adjudication

Main Basin – Long Beach Judgment

On May 12, 1959, the Board of Water Commissioners of the City of Long Beach, the Central Basin Municipal Water District (Central District), and the City of Compton, as plaintiffs, filed an action against San Gabriel Valley Water Company and 24 other producers of groundwater from the San Gabriel Valley as defendants. This action sought a determination of the rights of the defendants in and to the waters of the San Gabriel River system and to restrain the defendants from an alleged interference with the rights of plaintiffs and persons represented by the Central District in such waters. After six years of study and negotiation a Stipulation for Judgment was filed on February 10, 1965, and the Judgment (Long Beach Judgment) was entered on September 24, 1965. Under the terms of the Long Beach Judgment, the water supply of the San Gabriel River system was divided at Whittier Narrows between San Gabriel Valley upstream and the coastal plain of Los Angeles County downstream. A copy of the Long Beach Judgment can be found in Appendix I. During water year 2018-19, the Water Replenishment District of Southern California (WRD) intervened in the Long Beach Judgment for the purpose of assuming all of the requirements of the Plaintiffs and the City of Long Beach, Central



District, and the City of Compton were dismissed from their collective responsibilities by the Superior Court of the State of California for the County of Los Angeles (Court).

Under the terms of the Long Beach Judgment, the area downstream from Whittier Narrows (Lower Area), the plaintiffs and those they represent, are to receive a quantity of usable water annually from the San Gabriel River system comprised of usable surface flow, subsurface flow at Whittier Narrows and water exported to the Lower Area. This annual entitlement is guaranteed by the area upstream of Whittier Narrows (Upper Area), the defendants, and provision is made for the supply of Make-up Water by the Upper Area for years in which the guaranteed entitlement is not received by the Lower Area.

Make-up Water is imported water purchased by the Main Basin Watermaster and delivered to agencies in Central District to satisfy obligations under the Long Beach Judgment. The entitlement of the Lower Area varies annually, dependent upon the 10-year average annual rainfall in the San Gabriel Valley for the 10 years ending with the year for which entitlement is calculated.

The detailed operations described in the Long Beach Judgment are complex and requires continuous compilation of data so that annual determinations can be made to assure compliance with the Long Beach Judgment. In order to do this, a three-member Watermaster was appointed by the Court, one representing the Upper Area parties nominated by and through Upper District, one representing the Lower Area parties nominated by and through WRD, and one jointly nominated by Upper District and WRD. This three-member board is known as the San Gabriel River Watermaster (River Watermaster).

The River Watermaster meets periodically during the year to adopt a budget, to review activities affecting water supply in the San Gabriel River system area, to compile and review data, to make determinations of usable water received by the Lower Area, and to prepare its annual report to the Court. The River Watermaster has rendered annual



reports for the water years 1963-64 through 2019-20 and operations of the river system under that Court Judgment and through the administration by the River Watermaster have been satisfactory since its inception.

One major result of the Long Beach Judgment was to leave the Main Basin free to manage its water resources so long as it meets its downstream obligation to the Lower Area under the terms of the Long Beach Judgment. Upper District intervened in the Long Beach case as a defendant to enforce the provisions of a Reimbursement Contract, which was incorporated into the Long Beach Judgment to assure that any Make-up Water obligations under the terms of the Long Beach Judgment would be satisfied.

Main Basin – Main Basin Judgment

The Upper Area then turned to the task of developing a water resources management plan to optimize the conservation of the natural water supplies of the area. Studies were made of various methods of management of the Main Basin as an adjudicated area and a report thereon was prepared for the San Gabriel Valley Water Association (Association), an association of water producers in the Main Basin. After due consideration by the Association, Upper District was requested to file as plaintiff, and did file, an action on January 2, 1968, seeking an adjudication of the water rights of the Main Basin and its Relevant Watershed. After several years of study (including verification of annual water production) and negotiations, a stipulation for entry of Judgment was approved by a majority of the parties, by both the number of parties and the quantity of rights to be adjudicated. Trial was held in late 1972 and the Judgment (Main Basin Judgment) was entered on January 4, 1973. The Main Basin Judgment was most recently amended on June 21, 2012. A copy of the Main Basin Judgment can be found in Appendix J.

Under the terms of the Main Basin Judgment, all rights to the diversion of surface water and production of groundwater within the Main Basin and its Relevant Watershed were adjudicated. The Main Basin Judgment provides for the administration of the provisions



of the Main Basin Judgment by a nine-member Main Basin Watermaster. Six of those members are nominated by water producers (producer members) and three members (public members) are nominated by Upper District and the San Gabriel Valley Municipal Water District (SGVMWD), which overlies most of the Basin. The nine-member board employs a staff, an attorney, and a consulting engineer. The Main Basin Watermaster holds public meetings on a regular monthly basis throughout the year.

The Main Basin Judgment does not restrict the quantity of water, which parties may extract from the Main Basin. Rather, it provides a means for replacing all annual extractions in excess of a Party's annual right to extract water with Supplemental Water. The Main Basin Watermaster annually establishes an Operating Safe Yield for the Main Basin which is then used to allocate to each Party its portion of the Operating Safe Yield which can be produced free of a Replacement Water Assessment. If a producer extracts water in excess of its right under the annual Operating Safe Yield, it must pay an assessment for Replacement Water, which is sufficient to purchase one acre-foot of Supplemental Water to be spread in the Main Basin for each acre-foot of excess production. All water production is metered and is reported quarterly to the Main Basin Watermaster.

In addition to Replacement Water Assessments, the Main Basin Watermaster levies an Administration Assessment to fund the administration of the Main Basin management program under the Court Judgment and a Makeup Obligation Assessment in order to fulfill the requirements for any makeup Obligation under the Long Beach Judgment and to supply fifty percent of the administration costs of the River Watermaster service. The Main Basin Watermaster levies an In-lieu Assessment and may levy special Administration Assessments.

Water rights under the Main Basin Judgment are transferable by lease or purchase so long as such transfers meet the requirements of the Judgment. There is also provision for Cyclic Storage Agreements by which Parties and non-parties may store imported



supplemental water in the Main Basin under such agreements with the Main Basin Watermaster pursuant to uniform rules and conditions and Court approval.

The Main Basin Judgment provides that the Main Basin Watermaster will, insofar as practicable, spread imported water in the Main Basin to maintain the groundwater elevation at the Key Well above 200 feet. Under the terms of the Long Beach Judgment, any excess surface flows that pass through the Main Basin at Whittier Narrows to the Lower Area (which is then conserved in the Lower Area through percolation to groundwater storage) is credited to the Upper Area as Usable Surface Flow.

Main Basin - Description

The Main Basin is located within the San Gabriel Valley, which is located in southeastern Los Angeles County and is bounded on the north by the San Gabriel Mountains; on the west by the San Rafael and Merced Hills, on the south by the Puente Hills and the San Jose Hills, and on the east by a low divide between the San Gabriel River system and the Upper Santa Ana River system, as shown on Figure 3.

The San Gabriel River and its distributary, the Rio Hondo, drain an area of about 490 square miles upstream of Whittier Narrows. Whittier Narrows is a low gap between the Merced and Puente Hills, just northwest of the City of Whittier, through which the San Gabriel River and the Rio Hondo flow to the coastal plain of Los Angeles County. Whittier Narrows is a natural topographic divide and a subsurface restriction to the movement of groundwater between the Main Basin and the Coastal Plain. The approximately 490 square miles of drainage area upstream of Whittier Narrows consists of about 167 square miles of valley lands and about 323 square miles of mountains and foothills.

The Main Basin includes essentially the entire valley floor of the San Gabriel Valley with the exception of the Raymond Basin and Puente Basin. The boundaries of the Main Basin are the Raymond Basin on the northwest, the base of the San Gabriel Mountains



on the north, the groundwater divide between San Dimas and La Verne and the lower boundary of the Puente Basin on the east, and the common boundaries between Upper District and Central District through Whittier Narrows on the southwest. The common water supply of the Main Basin does not include the Raymond Basin, the area northerly of Raymond Hill Fault, which was adjudicated in the Pasadena v. Alhambra case (Superior Court of the County of Los Angeles, 1944). The Puente Basin, although tributary to the Main Basin, is not included in the Main Basin administered by the Main Basin Watermaster.

The Main Basin (administered by the Main Basin Watermaster) is a large groundwater basin replenished by stream runoff from the adjacent mountains and hills, by rainfall directly on the surface of the valley floor, subsurface inflow from Raymond Basin and Puente Basin, and by return flow from water applied for overlying uses. Additionally, the Main Basin is replenished with imported water. The Main Basin serves as a natural storage reservoir, transmission system and filtering medium for wells constructed therein.

There are three municipal wholesale water districts overlying and/or partially overlying the Main Basin. The three districts are Upper District, SGVMWD, and Three Valleys Municipal Water District (TVMWD).

Urbanization of the San Gabriel Valley began in the early part of the twentieth century, but until the 1940s, agricultural land use occupied more area than residential and commercial land use. After World War II, agricultural areas reduced rapidly and tend to be located in the easterly portion of the Main Basin and along power transmission rights of way adjacent to the San Gabriel River. Agricultural plots are discontinuous and relatively small. There are several major industrial areas adjacent to the San Gabriel River and within other portions of the valley. The greatest area of land use in the valley is for residential and commercial purposes. DWR Bulletin 118 does not identify the Main Basin as being in overdraft.



Main Basin - Geology

The Main Basin consists of a roughly bowl-shaped depression of bedrock, filled over millions of years with alluvial deposits. This bowl-shaped depression is relatively deep; the elevation at the base of the groundwater reservoir declines from about 800 feet above mean sea level (MSL) in the vicinity of San Dimas, at the northeast corner of the Main Basin, to about 2,200 feet below MSL in the vicinity of South El Monte (DWR, 1966, Plate II).

Most of the alluvium deposited within this depression is debris from the San Gabriel Mountains, washed and blown down from the side of the mountains over time. This process has also resulted in the materials of the Main Basin varying in size from relatively coarse gravel nearer the mountains to fine and medium-grained sand containing silt and clay as the distance from the mountains increases. The principal water-bearing formations of the Main Basin are unconsolidated and semi-consolidated sediments, which vary in size from coarse gravel to fine-grained sands. The interstices between these alluvial particles throughout the Main Basin fill with water and transmit water readily to wells. The thickness of the water-bearing materials in the Main Basin ranges from 200 to 300 feet in the northeastern portion of the Main Basin near the mountains (DPW, 1934, page 141) to nearly 4,000 feet in the South El Monte area (DWR, 1966, page 31).

The soils overlying the Main Basin average about six feet in depth. Soil depths are generally greater at the perimeter of the valley and decrease toward the center along the San Gabriel River. These soils are residual, formed in place through chemical, mechanical and plant weathering processes. The infiltration rates of these soils are greater along the natural channels and their adjacent flood plains. Lower infiltration rates are found in the perimeter areas of the valley. Since the valley is mostly urbanized, a significant portion of the area has been paved and many miles of stream channel have been lined for flood control purposes, thus decreasing infiltration of water through streambeds. Detailed basin geology is discussed in the report entitled "Planned



Utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geo-hydrology” (DWR, 1966).

Main Basin - Hydrology

The total freshwater storage capacity of the Main Basin is estimated to be about 9.5 million acre-feet. Of that, about 1,100,000 acre-feet have been used historically in Main Basin operations. The change in groundwater elevation at the Baldwin Park Key Well⁵ is representative of changes in groundwater in the Main Basin. One foot of elevation change at the Key Well is roughly the equivalent of about 8,000 acre-feet of water storage. The historical high groundwater elevation was recorded at over 329.1 feet in April 1916, at which time Main Basin storage was estimated to be about 8,700,000 acre-feet. The historical low was recorded in November 2018 at 169.4 feet, at which time Main Basin storage was estimated to be about 7,400,000 acre-feet. The Key Well hydrograph illustrates the cyclic nature of basin recharge and depletion. The hydrograph also illustrates the dramatic recharge capability of the Main Basin during wet periods.

Generally, water movement in the Main Basin is from the San Gabriel Mountains on the north to Whittier Narrows to the southwest. Groundwater movement in the northern and northeastern regions of the Main Basin is affected by faulting. For example, the Raymond Fault located in the northwesterly portion of the Main Basin separates the Raymond Basin from the Main Basin.

The Main Basin is an unconfined aquifer. Although clay deposits appear mixed with the soils in several locations in the Main Basin and there are various clay lenses throughout the Main Basin, they do not coalesce to form a single impermeable barrier for the movement of subsurface water. The Main Basin therefore operates as a single,

⁵ The Baldwin Key Well is a water-level monitoring well located in the City of Baldwin Park used to determine when imported water may or may not be spread in the Basin.



unconfined aquifer. As previously mentioned, a thorough discussion of basin hydrogeology is contained in the report “Planned Utilization of Ground Water Basins, San Gabriel Valley, Appendix A: Geo-hydrology” (DWR, 1966).

Within the Main Basin there are a number of identified sub-basins. These include the Upper San Gabriel Canyon Basin, Lower San Gabriel Canyon Basin, Glendora Basin, Foothill Basin, Way Hill Basin and San Dimas Basin. In addition, the Puente Basin is tributary to the Main Basin from the southeast, between the San Jose and Puente Hills, but is not included in the Main Basin adjudication.

Main Basin – Groundwater Replenishment

The major sources of recharge to the Main Basin are direct penetration of rainfall on the valley floor, percolation of runoff from the mountains, percolation of imported water and return flow from applied water. Rainfall occurs predominantly in the winter months and is more intense at higher elevations and closer to the San Gabriel Mountains.

The magnitude of annual recharge from direct penetration of local rainfall and return flow from applied water is not easily quantifiable. Percolation of runoff from the mountains and valley floor along with percolation of imported water has only been estimated. The DPW maintains records on the amount of local and imported water conserved in water spreading facilities and stream channels.

The San Gabriel River bisects the Main Basin. The San Gabriel River originates at the confluence of its west and east forks in the San Gabriel Mountains. It flows through the San Gabriel Canyon and enters the Main Basin at the mouth of the canyon north of the City of Azusa. The San Gabriel River flows southwesterly across the valley to Whittier Narrows, a distance of about 15 miles. It exits San Gabriel Valley at Whittier Narrows, and transverse the Coastal Plain in a southerly direction to reach the Pacific Ocean at Alamitos Bay near the City of Long Beach.



The San Gabriel River is joined and fed by tributary creeks and washes. In the Main Basin these include: Big Dalton Wash, which originates in the San Gabriel Mountains; Walnut Creek, which originates at the northeast end of the San Jose Hills; and San Jose Creek, which originates in the San Gabriel Mountains, but which travels around the southerly side of the San Jose Hills through the Puente Narrows before joining the San Gabriel River just above Whittier Narrows.

The channel of the San Gabriel River bifurcates in the upper middle portion of the Main Basin, forming a channel to the west of and parallel to the San Gabriel River, known as the Rio Hondo. Tributaries draining the westerly portion of the Main Basin, including Sawpit Wash, Santa Anita Wash, Eaton Canyon Wash, Rubio Wash and Alhambra Wash, all of which originate in the San Gabriel Mountains or the foothills, feed the Rio Hondo. The Santa Anita Wash, Eaton Canyon Wash, Rubio Wash and Alhambra Wash all cross the Raymond Basin area before entering the Main Basin. The channel of the Rio Hondo passes through Whittier Narrows westerly of the San Gabriel River, and then flows southwesterly to join the Los Angeles River on the Coastal Plain.

To protect residents of the San Gabriel Valley from flooding that can result during periods of intensive rainfall, DPW and the U.S. Army Corps of Engineers (Corps of Engineers) have constructed an extensive system of dams, debris basins, reservoirs and flood control channels. The dams and reservoirs also operate as water conservation facilities. The dams and reservoirs that control the flow of the San Gabriel River and the Rio Hondo include: Cogswell Reservoir on the west fork of the San Gabriel River, San Gabriel Reservoir at the confluence of the west and east forks of the San Gabriel River, Morris Reservoir near the mouth of the San Gabriel Canyon, Santa Fe Reservoir in the northerly portion of the Main Basin and Whittier Narrows Reservoir at the southwestern end of the San Gabriel Valley.



Many of the stream channels tributary to the San Gabriel River have been improved with concrete banks (walls) and concrete-lined bottoms. These stream channel improvements have significantly reduced the area of previous stream channels and reduce Main Basin recharge. A number of off-stream groundwater replenishment facilities have been established along these stream channels to offset such reductions in recharge. Some of these facilities are accessible to imported water supplies, while some facilities receive only local runoff.

The paths of the surface streams are mirrored in the soils and in the direction of groundwater movement in the Main Basin. The tributary creeks and washes, carrying smaller amounts of water, generally flow toward the center of the San Gabriel Valley, while the direction of flow of the major streams, the San Gabriel River and the Rio Hondo, is from the mountains in the north to Whittier Narrows in the southwest. In similar fashion, the primary direction of groundwater movement in the Main Basin is from the north to the southwest, with contributing movement generally from the east and west toward the center of the Main Basin. The greatest infiltration and transmissivity rates of soils in the Main Basin are from north to south, with the maximum rates found in the center of the valley along the stream channels. Generally, the Main Basin directs groundwater to the southwest through Whittier Narrows.

The Main Basin has a freshwater storage capacity of about 8.7 million acre-feet when the Key Well groundwater elevation is at 329.1 feet, of which about 125 feet of elevation change, or about 1,000,000 acre-feet, has been used for historical Basin operations. Local runoff is stored in a series of reservoirs operated by DPW and diverted into spreading grounds to replenish the groundwater supply. Groundwater recharge occurs every year and is exhibited as increasing water levels. High rainfall years can be identified as increases in the groundwater level of 30 feet or more in one year.

In addition to groundwater replenishment with local storm runoff, the Main Basin Watermaster maintains records of each producer's water rights and annual production.



Although there is no limit on the quantity of water that may be produced, production in excess of a water right is subject to a Replacement Water assessment. The Main Basin Watermaster uses funds collected from producers' overproduction to purchase imported water from municipal water districts. Upper District and TVMWD obtain their water from MWD. SGVMWD has its own contract for SWP water. The Main Basin Watermaster coordinates purchase and delivery of imported water to replenish the ground water basin, thus offsetting the producers' overproduction and making the Main Basin whole.

Groundwater Management Plan

The Main Basin has been adjudicated and management of the local water resources within the Main Basin is based on that adjudication. Management of the water resources in the Main Basin is based upon Watermaster services under two Court Judgments: River Watermaster⁶ and Main Basin Watermaster⁷. The City is a party to both Judgments and as such participates in these cases. The City also participates in the Main Basin management described in the Main Basin Watermaster document entitled "Five-Year Water Quality and Supply Plan."

The following sections provide a description of the two Judgments and the Five-Year Water Quality and Supply Plan that make up the groundwater management plan for the Main Basin. In addition, this section describes Upper District's and San Gabriel Basin Water Quality Authority's (WQA) policies to promote groundwater basin clean-up.

⁶ Board of Water Commissioners of the City of Long Beach, et al., v. San Gabriel Valley Water Company, et al., Los Angeles County Case No. 722647, Judgment entered September 24, 1965.

⁷ Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., Los Angeles County Case No. 924128, Judgment entered January 4, 1973.



Operations of the Groundwater Basin

Through the Long Beach Judgment and the Main Basin Judgment, operations of the Main Basin are optimized to conserve local water to meet the needs of the parties of the Main Basin Judgment.

Typically, water producers within Upper District rely upon groundwater from Main Basin for their water supply. The City of Alhambra has agreed to receive treated imported water as part of the Cooperative Water Exchange Agreement (CWEA) to reduce the groundwater extractions from the western portion of the Main Basin and the associated drawdown concerns.

Imported water for groundwater replenishment is delivered through the flood control channels and diverted and spread at spreading grounds through Main Basin Watermaster's agreement with DPW. Groundwater replenishment utilizes imported water and is considered Replacement Water under the terms of the Main Basin Judgment. In addition, it can be stored in the Main Basin through Cyclic Storage agreements, authorized by terms of the Main Basin Judgment, but such stored water may be used only to supply Supplemental Water to the Main Basin Watermaster.

The Main Basin Watermaster has entered into a Cyclic Storage Agreement with each of the three municipal water districts. One is with MWD and Upper District, which permits MWD to deliver and store imported water in the Main Basin in an amount not to exceed 200,000 acre-feet for future Replacement Water use. The second Cyclic Storage Agreement is with TVMWD and permits TVMWD to deliver and store up to 50,000 acre-feet for future Replacement Water use. The third is with SGVMWD and permits SGVMWD to deliver and store up to 50,000 acre-feet for future Replacement Water use.

Imported Makeup Water has been delivered to lined stream channels and conveyed to the Lower Area. Makeup Water is required to be delivered to the Lower Area by the



Upper Area when the Lower Area entitlement under the Long Beach Judgment exceeds the usable water received by the Lower Area. Imported water is used to fulfill the Makeup Water Obligation when the amount of Makeup Water cannot be fulfilled by reimbursing the Lower Area interests for their purchase of recycled water. The amount of recycled water for which reimbursement may be made as a delivery of Makeup Water is limited by the terms of the Long Beach Judgment to the annual deficiency in Lower Area Entitlement water or to 14,735 acre-feet, whichever is the lesser quantity.

Salt and Nutrient Management Plan

On February 9, 2009, the State Water Board adopted Resolution 2009-0011 that created the “Recycled Water Policy”. The Recycled Water Policy recognized that “...collapse of the Bay Delta ecosystem, climate change, and continuing population growth have combined with a severe drought on the Colorado River, and failing levees in the Delta, to create a new reality that challenges California’s ability to provide the clean water need for a healthy environment, a healthy population and a healthy economy, both now and in the future.” The Recycled Water Policy encourages appropriate water recycling, water conservation and use of stormwater to increase water supplies within California.

The primary goal of the San Gabriel Valley Salt and Nutrient Management Plan (SNMP) is to assist the Main Basin Watermaster and participating/potential stakeholders to comply with the Recycled Water Policy regarding the use of the recycled water from municipal wastewater treatment facilities as a safe source of water supply, while maintaining the water quality objectives for salt and nutrients in the Basin Plan established by the Los Angeles Regional Water Quality Control Board (LARWQCB). The primary objective of the SNMP is to comply with the specific requirements described in the Recycled Water Policy. They include:



- 1) Characterization of the Main Basin,
- 2) Identification of sources of salt, nutrients, and constituents of emerging concern (CECs) (when deemed necessary by the Recycled Water Policy) and their fate and transport,
- 3) Estimation of salt, nutrients, and CECs (if necessary) loadings and assimilative capacities,
- 4) Identification of water recycling and stormwater recharge/use goals and objectives,
- 5) Verification of compliance with Resolution No. 68-16 through antidegradation analyses, and
- 6) Development of a monitoring plan to verify compliance with the Basin water quality objectives.

The SNMP reviewed the geology, hydrology and hydrogeology of the San Gabriel Basin, along with the institutional and management structure for the San Gabriel Basin. Total Dissolved Solids (TDS), Nitrate, Sulfate, and Chloride were identified as the primary constituents of concern. Sources of loading (precipitation, subsurface inflow, infiltration of applied water, storm runoff and untreated imported water replenishment) and unloading (groundwater pumping and subsurface outflow) were included in a spreadsheet computer model, along with average water quality data for TDS, Nitrate, Sulfate, and Chloride, on an annual basis.

The SNMP proposed to use the Main Basin Watermaster's existing Title 22 water quality monitoring program for groundwater and San Gabriel River water, with increased frequencies of monitoring for TDS and nitrate, to satisfy the monitoring plan requirement of the SNMP. The following are recommendations for on-going salt and nutrient management in the San Gabriel Basin:



- Regularly update the SNMP spreadsheet data so that impacts of potential future projects on salt and nutrient loading may be evaluated.
- Continue to collect water quality data throughout the San Gabriel Basin.
- Continue to meet with stakeholders on a regular basis to coordinate San Gabriel Basin management activities with an emphasis on stormwater runoff replenishment and continued use of SWP water for groundwater replenishment

In-Lieu Program

During calendar year 2014, the ability to deliver Supplemental Water (SWP water and Colorado River water) to replenish the Main Basin was severely limited. Consequently, during fiscal year 2014-15, the Main Basin Watermaster developed and implemented a program to have Producers purchase additional treated imported water for direct delivery in-lieu of pumping groundwater (In-Lieu Program), in an effort to reduce the amount of groundwater pumped from the Main Basin. The Main Basin Watermaster uses the In-Lieu Assessment on all production to fund the additional direct cost incurred by a producer participating in the In-Lieu Program. The Main Basin Watermaster has implemented this program during fiscal year 2014-15 and fiscal year 2015-16.

Supplemental Water Reliability Storage Program (RDA)

The 2012 Main Basin Judgment Amendments provided the Main Basin Watermaster with increased management flexibility and adaptability; and provided more discretion in making Basin management decisions. A key component of the Judgment Amendments was the new Water Resource Development Assessment to be levied on all production. The Supplemental Water Reliability Storage Program provides a process for the Main Basin Watermaster to generate funds to purchase and store Supplemental Water in the Main Basin to be used (applied) when there are limitations on the availability of Supplemental Water from the Responsible Agencies. As a result of the severe long-term



drought conditions resulting in significant reductions on the quantity of local water replenishment to the Main Basin, the Main Basin Watermaster expanded RDA into the Supplemental Water Stormwater Augmentation Program described below.

Supplemental Water Stormwater Augmentation Program (RDA II)

The Water Resource Development Assessment for Stormwater Augmentation Program was developed by the Main Basin Watermaster to help manage Basin water supplies under the perceived “worst case” hydrologic conditions, which was assumed to be two additional consecutive 5-year droughts, using the same hydrologic conditions as the recent FY 2011-12 through FY 2015-16 severe drought. Based upon ten (10) additional consecutive years of drought, the new RDA II Program is intended to purchase imported replenishment water (when available), for stormwater augmentation, to maintain the Key Well elevation above 180 feet by the end of the tenth year. This Key Well elevation essentially ensures continued Main Basin water supply to the Main Basin Producers under a worst case, 15-year sustained drought. The RDA II Program has an assessment of \$140/AF on all FY 2019-20 production and is planned to increase to \$175/AF on all FY 2020-21 production. The Main Basin Watermaster will use the RDA II funds to purchase untreated imported water to replenish the Main Basin for the “general benefit” of all Producers within the Main Basin. Unlike the original RDA (Supplemental Water Replenishment Storage Program), which is a Watermaster pre-purchase of Replacement Water, the RDA II untreated imported water will supplement local stormwater replenishment, enhance overall Basin conditions, and have “no right of recovery” using a water right, by any Main Basin producer.

MWD Letter Agreement

In 2017, Main Basin Watermaster and Upper District negotiated the pre-delivery of 80,000 acre-feet of imported replenishment water from MWD (Letter Agreement). All 80,000 acre-feet was to be stored in MWD’s cyclic storage account. This pre-delivered MWD



water would be paid for over a 5-year payment schedule (starting in December of fiscal year 2017-18), by the Main Basin Watermaster, using annual Replacement Water assessments, RDA funds within the Upper District and TVMWD (Responsible Agency) area and revenue from transfers into producer cyclic storage, and applying those funds to purchase the pre-delivered water on an annual basis.

In 2019, an extension to the MWD Letter Agreement was developed. Under the extension, MWD planned a new delivery of about 110,000 acre-feet to its Cyclic Storage account during calendar year 2019. The 110,000 acre-feet would be paid for over a similar 5-year payment schedule starting in December 2019. These cyclic storage deliveries and payments will be made by Main Basin Watermaster to MWD, through Upper District and TVMWD.

Three Year Purchased Water Plan

On June 21, 2012, the Court approved certain proposed Judgment amendments. Some of these Judgment amendments help the Main Basin Watermaster address Supplemental Water supply concerns. One of the amendments, Exhibit H(3)(d), requires that "...on or before November 1 of each year, Watermaster shall prepare and distribute to the Responsible Agencies a three-year projection of its Supplemental Water purchases from each agency. Watermaster shall, to the extent feasible, coordinate the tentative schedule for delivery and payment of those purchases with each agency."

Judgment Amendment, Section 45(b)(7), allows the Main Basin Watermaster to "...levy an Assessment on all Pumping, as determined through Rules and Regulations ... to support the purchase, financing, and/or development of new or additional Supplemental Water sources, in cooperation with one or more Responsible Agencies as appropriate." Section 45(b)(7) established the "Water Resource Development Assessment" for the purchase or development of additional Supplemental Water supplies. Based on these Judgment amendments, Main Basin Watermaster also amended its Rules and



Regulations to include a policy/criteria to develop the “Three-Year Purchased Water Plan” (Three-Year Plan). Under Section 26(d)(5) of the Rules and Regulations, the first priority for spreading of Supplemental Water is “...Supplemental Water ordered by Watermaster from Responsible Agencies for direct delivery to the Basin as Replacement Water...”. Recognizing many Producers currently pre-purchase Supplemental Water for delivery into their Cyclic Storage accounts, those pre-purchases are considered to have the same priority as Replacement Water.

Exhibit M of the Main Basin Watermaster’s amended Rules and Regulations⁸ provides the policy/criteria for the “Three-year Purchased Water Plan,” and requires Main Basin Watermaster to estimate Supplemental Water purchases from the Responsible Agencies for each of the three subsequent years. The policy/criteria indicate estimated Supplemental Water purchases may be based on the following:

- 1) *The first year shall be, at a minimum, the total Replacement Water requirement for the three Responsible Agencies (Upper District, San Gabriel District, and Three Valleys.*
- 2) *The second and third years may be estimated as follows:*
 - a) *Operating Safe Yield (OSY) established by Watermaster for the current fiscal year and next succeeding years;*
 - b) *Alternative projections of the OSY;*
 - c) *Evaluation of potential wet, average, and dry hydrologic conditions;*
 - d) *Future groundwater production provided by or estimated for each producer; and*
 - e) *Depending on Basin conditions, Watermaster may consider additional factors as necessary.*

As a result of the negotiated pre-delivery of significant MWD imported replenishment water by the Main Basin Watermaster, and subsequently transferred by MWD to Upper

⁸ <https://www.watermaster.org/about-us> (Rules and Regulations)



District and TVMWD, the above policy/criteria has been superseded by this delivery of imported water to supplement local rainfall and runoff replenishment.

Five-Year Water Quality and Supply Plan

The Main Basin Watermaster was created in 1973 to resolve water issues that had arisen among water users in the San Gabriel Valley. Main Basin Watermaster's mission was to generally manage the water supply of the Main Basin. During the late 1970s and early 1980s, significant groundwater contamination was discovered in the Main Basin. The contamination was caused in part by past practices of local industries that had carelessly disposed of industrial solvents referred to as Volatile Organic Compounds (VOCs) as well as by agricultural operations that infiltrated nitrates into the groundwater. Cleanup efforts were undertaken at the local, state, and federal level.

Local water agencies adopted a joint resolution in 1989 regarding water quality issues that stated Main Basin Watermaster should coordinate local activities aimed at preserving and restoring the quality of groundwater in the Main Basin. The joint resolution also called for a cleanup plan. In 1991, the Court granted Main Basin Watermaster the authority to control pumping for water quality purposes. Accordingly, Main Basin Watermaster added Section 28 to its Rules and Regulations regarding water quality management. The new responsibilities included development of a Five-Year Water Quality and Supply Plan⁹, updating it annually, submitting it to the California Regional Water Quality Control Board, Los Angeles Region, and making it available for public review by November 1 of each year.

Main Basin Watermaster prepares and annually updates the Five-Year Water Quality and Supply Plan in accordance with the requirements of the Section 28 Rules and Regulations. The objective is to coordinate groundwater-related activities so that both

⁹ <https://www.watermaster.org/reports>



water supply and water quality in the Main Basin are protected and improved. Many important issues are detailed in the Five-Year Plan, including how Main Basin Watermaster plans to:

1. Monitor groundwater supply and quality;
2. Develop projections of future groundwater supply and quality;
3. Ensure adequate supplemental water is available for groundwater replenishment;
4. Review and cooperate on cleanup projects, and provide technical assistance to other agencies;
5. Assure that pumping does not lead to further degradation of water quality in the Basin;
6. Address Perchlorate, N-nitrosodimethylamine (NDMA), and other emerging contaminants in the Basin;
7. Develop a cleanup and water supply program consistent with the U.S. Environmental Protection Agency (USEPA) plans for its San Gabriel Basin Superfund sites; and
8. Coordinate and manage the design, permitting, construction, and performance evaluation of the Baldwin Park Operable Unit (BPOU) cleanup and water supply plan.

The Main Basin Watermaster, in coordination with Upper District, has worked with state and federal regulators, along with local water companies to clean up water supplies. Section 28 of the Main Basin Watermaster's Rules and Regulations require all producers (including the City) to submit an application to 1) construct a new well, 2) modify an existing well, 3) destroy a well, or 4) construct a treatment facility. The Main Basin Watermaster prepares a report on the implications of the proposed activity. As a party to the Main Basin Judgment, the City reviews a copy of these reports and is provided the opportunity to submit comments on the proposed activity before the Main Basin Watermaster Board takes final action.



Water Quality Authority 406 Plan

The WQA was established by the State Legislature on February 11, 1993, to develop, finance and implement groundwater treatment programs in the Main Basin. Section 406 of the WQA Act requires the WQA “to develop and adopt a basinwide groundwater quality management and remediation plan” that is required to be consistent with the EPA’s National Contingency Plan (NCP) and Records of Decision (ROD) and all requirements of the Los Angeles Regional Water Quality Control Board. According to the WQA Act, the Section 406 Plan, which is incorporated in this Plan by reference, must include:

- 1) Characterization of Basin contamination;
- 2) A comprehensive clean up;
- 3) Strategies for financing the design, construction, operation and maintenance of groundwater cleanup facilities;
- 4) Provision for a public information program; and
- 5) Coordination of activities with federal, state, and local entities.

WQA reviews and adopts the Section 406 Plan on an annual basis and as necessary, makes revisions according to changing regulatory, political and/or funding environments. In support of the Section 406 Plan, WQA also adopts an annual FY budget (July 1 through June 30) which includes all projects (actual or planned) WQA is facilitating through its participation during that time period. The budget identifies the various funding sources, and combinations thereof, to ensure full funding for each project (capital and/or O&M) can be achieved.

Main Basin – Historical and Projected Basin Production

The City’s currently produces groundwater from the Main Basin. The City’s share of the Operating Safe Yield is 1.80520 percent. Over the past five years, the City has produced 1,950 AFY to 3,451 AFY, with an average of 2,937 AFY from the Main Basin. The City’s



projected production from the Main Basin, over the next 25 years in five-year increments, is provided in Table 6-9.

As discussed above, the Main Basin is managed by the Main Basin Watermaster. The most recent amendments to the Main Basin Judgment were made in June 2012. Historical fluctuation of the Key Well elevation illustrates that since the Main Basin was adjudicated in 1973, it generally operated between an elevation 250 feet and 200 feet above MSL. Furthermore, at an elevation of 169 feet above MSL at the Key Well, which represents the historical low, the Main Basin has about 7,400,000 acre-feet of available storage. During the period of management under the Judgment, significant drought events have occurred from 1969 to 1977, 1983 to 1991, 1998 to 2004, 2006 to 2009, and 2011 to 2015. In each drought cycle the Main Basin has been managed to maintain water levels.

Table 6-1 Groundwater Volume Pumped

Submittal Table 6-1 Retail: Groundwater Volume Pumped						
<input type="checkbox"/>	Supplier does not pump groundwater. The supplier will not complete the table below.					
<input type="checkbox"/>	All or part of the groundwater described below is desalinated.					
Groundwater Type <i>Drop Down List</i> May use each category multiple times	Location or Basin Name	2016*	2017*	2018*	2019*	2020*
<i>Add additional rows as needed</i>						
Alluvial Basin	Main Basin	3,303	3,451	2,620	1,950	3,358
TOTAL		3,303	3,451	2,620	1,950	3,358
* Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						



6.2.3 SURFACE WATER

The City does not use surface water supplies to meet its water demands.

6.2.4 STORMWATER

The City does not directly use stormwater to meet its existing water demands. However, the City is currently considering the Arroyo Seco project which will capture stormwater in the Arroyo Seco Park area. The proposed project will capture stormwater at the following potential locations:

- Constructed wetlands by the Arroyo Seco (capture area of up to 137 acres)
- Stormwater capture basin at Arroyo Park (capture area of up to 165 acres)
- Constructed wetlands at the golf course (capture area of up to 106 acres)
- Constructed wetlands at the driving range (capture area of up to 166 acres)

The Arroyo Seco project will include an underground detention basin which can be used to offset current irrigation demands. The Arroyo Seco project is currently in the feasibility stage.

In addition, the City is currently considering the Huntington Drive Regional Green Street project which will capture stormwater along Huntington Drive (between Fair Oaks Avenue and Fletcher Avenue), with a capture area of up to 600 acres. Runoff will potentially be captured beneath street medians in underground storage chambers or dry wells. Captured stormwater can be used to offset current irrigation demands along the street medians. Captured stormwater can also be used to potentially recharge the Main Basin. The City is currently seeking funding for the proposed Huntington Drive Regional Green Street project.

6.2.5 WASTEWATER AND RECYCLED WATER

[CWC 10633](#)



The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.



6.2.5.1 RECYCLED WATER COORDINATION

CWC 10633.

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area...

The City does not have access to recycled water supplies due to lack of infrastructure to convey recycled water supplies to the City. However, the City is a member agency, and is located within the service area of Upper District, which provides recycled water service.

Upper District has developed a recycled water program to provide delivery of recycled water to serve non-potable demands in the southerly-most portion of its service area, thereby offsetting reliance on imported water supplies. Upper District's recycled water program is in various stages ranging from completed projects to planned and conceptual options. Recycled water supply is obtained from the two water reclamation plants described in the following section.

6.2.5.2 WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL

CWC 10633.

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

Wastewater generated by the City is treated by the Los Angeles County Sanitation Districts (LACSD). LACSD's water reclamation plants serving the City include the Whittier Narrows Water Reclamation Plant (WNWRP) and the Joint Water Pollution Control Plant



(JWPCP), however, the percentage breakdown between these two plants in treating the City’s wastewater is unknown. LACSD estimates approximately 69 gallons per person per day of wastewater is generated within LACSD’s service area. Based on a FY 2019-20 population of 24,652 within the City’s service area, the estimated amount of wastewater collected within the City’s service area is approximately 1.7 million gallons per day (about 1,900 AFY), as shown in Table 6-2.

Table 6-2 Wastewater Collected Within Area in 2020

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area in 2020						
<input type="checkbox"/> There is no wastewater collection system. The supplier will not complete the table below.						
Percentage of 2020 service area covered by wastewater collection system <i>(optional)</i>						
Percentage of 2020 service area population covered by wastewater collection system <i>(optional)</i>						
Wastewater Collection			Recipient of Collected Wastewater			
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? <i>Drop Down List</i>	Volume of Wastewater Collected from UWMP Service Area 2020 *	Name of Wastewater Treatment Agency Receiving Collected Wastewater	Treatment Plant Name	Is WWTP Located Within UWMP Area? <i>Drop Down List</i>	Is WWTP Operation Contracted to a Third Party? <i>(optional) Drop Down List</i>
LACSD	Estimated	1,900	LACSD	WNWRP and JWPCP	No	No
Total Wastewater Collected from Service Area in 2020:		1,900				
* <i>Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3 .</i>						
NOTES:						



Table 6-3 Wastewater Treatment and Discharge within Service Area in 2020

Submittal Table 6-3 Retail: Wastewater Treatment and Discharge Within Service Area in 2020											
<input checked="" type="checkbox"/> No wastewater is treated or disposed of within the UWMP service area. The supplier will not complete the table below.											
Wastewater Treatment Plant Name	Discharge Location Name or Identifier	Discharge Location Description	Wastewater Discharge ID Number (optional) ²	Method of Disposal <i>Drop down list</i>	Does This Plant Treat Wastewater Generated Outside the Service Area? <i>Drop down list</i>	Treatment Level <i>Drop down list</i>	2020 volumes ¹				
							Wastewater Treated	Discharged Treated Wastewater	Recycled Within Service Area	Recycled Outside of Service Area	Instream Flow Permit Requirement
Total							0	0	0	0	0

¹ Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.
² If the Wastewater Discharge ID Number is not available to the UWMP preparer, access the SWRCB CIWQS regulated facility website at <https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/CiwqsReportServlet?inCommand=reset&reportName=RegulatedFacility>

NOTES:

6.2.5.3 RECYCLED WATER SYSTEM DESCRIPTION

CWC 10633.

(c) A description of the recycled water currently being used in the supplier’s service area, including, but not limited to, the type, place, and quantity of use.

The City does not have access to recycled water supplies due to the lack of infrastructure to convey recycled water to the City. Subject to the availability of recycled water, the City would evaluate transmission and distribution facilities to deliver recycled water to customers within its service area.



6.2.5.4 POTENTIAL, CURRENT, AND PROJECTED RECYCLED WATER USES

CWC 10633.

(b) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use. A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

Currently, the wastewater collected from the City and treated at WNWRP already is used by other recycled water customers that are outside of the City's service area boundaries. In addition, the City does not have access to recycled water supplies due to the lack of infrastructure to convey recycled water to the City. Therefore, Table 6-4 and Table 6-5 are intentionally blank.



Table 6-4 Current and Projected Recycled Water Direct Beneficial Uses Within Service Area

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area										
<input checked="" type="checkbox"/> Recycled water is not used and is not planned for use within the service area of the supplier. The supplier will not complete the table below.										
Name of Supplier Producing (Treating) the Recycled Water:										
Name of Supplier Operating the Recycled Water Distribution System:										
Supplemental Water Added in 2020 (volume) <i>Include units</i>										
Source of 2020 Supplemental Water										
Beneficial Use Type <i>additional rows if needed.</i>	<i>Insert</i> Potential Beneficial Uses of Recycled Water (Describe)	Amount of Potential Uses of Recycled Water (Quantity) <i>Include volume units¹</i>	General Description of 2020 Uses	Level of Treatment <i>Drop down list</i>	2020 ¹	2025 ¹	2030 ¹	2035 ¹	2040 ¹	2045 ¹ (opt)
Agricultural irrigation										
Landscape irrigation (exc. golf courses)										
Golf course irrigation										
Commercial use										
Industrial use										
Geothermal and other energy production										
Seawater intrusion barrier										
Recreational impoundment										
Wetlands or wildlife habitat										
Groundwater recharge (IPR)										
Reservoir water augmentation (IPR)										
Direct potable reuse										
Other (Description Required)										
Total:					0	0	0	0	0	0
2020 Internal Reuse										

¹ Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.

NOTES:



Table 6-5 2015 Recycled Water Use Projection Compared to 2020 Actual

Submittal Table 6-5 Retail: 2015 UWMP Recycled Water Use Projection Compared to 2020 Actual		
<input checked="" type="checkbox"/>	Recycled water was not used in 2015 nor projected for use in 2020. The supplier will not complete the table below. If recycled water was not used in 2020, and was not predicted to be in 2015, then check the box and do not complete the table.	
Beneficial Use Type	2015 Projection for 2020 ¹	2020 Actual Use ¹
<i>Insert additional rows as needed.</i>		
Agricultural irrigation		
Landscape irrigation (exc golf courses)		
Golf course irrigation		
Commercial use		
Industrial use		
Geothermal and other energy production		
Seawater intrusion barrier		
Recreational impoundment		
Wetlands or wildlife habitat		
Groundwater recharge (IPR)		
Reservoir water augmentation (IPR)		
Direct potable reuse		
Other (Description Required)		
Total	0	0
¹ Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.		
NOTE:		



6.2.5.5 ACTIONS TO ENCOURAGE AND OPTIMIZE FUTURE RECYCLED WATER USE

CWC 10633.

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

Recycled water produced by WNWRP is fully contracted to its recycled water customers for beneficial, non-potable reuse. Consequently, recycled water is not currently used within the City, and no future projects have been identified with recycled water use estimates. There are currently no actions in place at the time by which the City is able to encourage the use of recycled water to their customers. In addition, the City does not have access to recycled water supplies due to the lack of infrastructure to convey recycled water to the City. Subject to the availability of recycled water, the City would evaluate transmission and distribution facilities to deliver recycled water to customers within its service area. Therefore, Table 6-6 is left intentionally blank.



Table 6-6 Methods to Expand Future Recycled Water Use

Submittal Table 6-6 Retail: Methods to Expand Future Recycled Water Use			
<input checked="" type="checkbox"/>	Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.		
Section 6.2.5	Provide page location of narrative in UWMP		
Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use *
<i>Add additional rows as needed</i>			
Total			0
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>			
NOTES:			

6.2.6 DESALINATED WATER OPPORTUNITIES

CWC 10631.

(g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

Main Basin

Groundwater produced from the Main Basin is low in TDS and does not require desalination. The SWRCB-DDW recommended TDS level is 500 milligrams per liter (mg/L) and water can be provided for long-term domestic use with TDS concentrations of up to 1,000 mg/L. Recent water quality data indicates the TDS values for the City’s groundwater wells are less than 500 mg/L. Due to the high quality (low TDS concentration) of the groundwater, the City does not need to investigate the use of desalination to develop or reestablish a new long-term supply. However, there may be



opportunities for use of desalinated ocean water as a potential water supply source in the future, if needed, through coordination with other agencies that have ocean desalination programs.

6.2.7 WATER EXCHANGES AND TRANSFERS

CWC 10631.

(c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

6.2.7.1 EXCHANGES

Pursuant to DWR's 2020 Final Guidebook, "*Water exchanges are typically water delivered by one water user to another water user, with the receiving water user providing water in return at a specified time or when the conditions of the parties' agreement are met. Water exchanges can be strictly a return of water on a basis agreed upon by the participants or it can include payment and the return of water.*"

The City does not have any current or planned water exchange opportunities.

6.2.7.2 TRANSFERS

Pursuant to DWR's 2020 Final Guidebook, "*The Water Code defines a water transfer as a temporary or long-term change in the point of diversion, place of use, or purpose of use due to a transfer, sale, lease, or exchange of water or water rights.*"

As discussed in Section 6.2.2., water rights under the Main Basin Judgment are transferable by lease or purchase so long as such transfers meet the requirements of the Judgment. There is also provision for Cyclic Storage Agreements by which Parties and



non-parties may store imported supplemental water in the Main Basin under such agreements with the Main Basin Watermaster pursuant to uniform rules and conditions and Court approval. The City is able to utilize the transfer opportunities available for Main Basin water when necessary.

6.2.7.3 EMERGENCY INTERTIES

The City has emergency interties (or interconnections) with other water agencies that serve as short-term emergency water supplies. Emergency interconnections are distribution system interconnections between water agencies for use during critical situations where one system or the other is temporarily unable to provide sufficient potable water to meet its water demands and/or fire protection needs. An emergency interconnection will allow a water system to continue serving water during critical situations such as local water supply shortages as a result of earthquakes, fires, prolonged power outages, and droughts.

As discussed in Section 6.2.1, the City has three (3) interconnections with the City of Pasadena, as well as one interconnection with MWD, that can serve as short-term emergency exchange opportunities.

6.2.8 FUTURE WATER PROJECTS

CWC 10631.

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.



The City’s water supply sources include: groundwater pumped from the Main Basin; treated imported water purchased from MWD through Upper District; and purchased water from the City of Pasadena. These water supply sources will allow the City to provide sufficient water service now, and in the future. Although the City has no plans for future water supply projects, the City will construct new groundwater production wells to replace existing wells when necessary.

Table 6-7 Expected Future Water Supply Projects or Programs

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs						
<input type="checkbox"/>	No expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Supplier will not complete the table below.					
<input checked="" type="checkbox"/>	Some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.					
Section 6.2.8	Provide page location of narrative in the UWMP					
Name of Future Projects or Programs	Joint Project with other suppliers?		Description (if needed)	Planned Implementation Year	Planned for Use in Year Type <i>Drop Down List</i>	Expected Increase in Water Supply to Supplier* <i>This may be a range</i>
	<i>Drop Down List (y/n)</i>	<i>If Yes, Supplier Name</i>				
<i>Add additional rows as needed</i>						
Construct New Groundwater Wells	No		Install new and/or replacement wells in the Main Basin as necessary	Ongoing	Average Year	2,000 AFY per well
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						



6.2.9 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

CWC 10631.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following...

(b)(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

6.2.9.1 DESCRIPTION OF SUPPLIES

As discussed in Section 6.2, the City's water supply sources consist of treated imported water purchased from Upper District (see Section 6.2.1), purchased water from the City of Pasadena (see Section 6.2.1), and groundwater from the Main Basin (see Section 6.2.2). The actual quantities of the water supply sources available to the City during FY 2019-20 are summarized in Table 6-8. The reliable quantities of projected water supply sources available to the City in five-year increments through FY 2044-45 during normal or average years are summarized in Table 6-9. The reliability of these sources of supply are addressed in Section 7.2.3, including during normal years, single dry years, and five consecutive year droughts.

The order of use of the City's projected reliable water supplies from FY 2019-20 through FY 2044-45 in five-year increments is based on historical practices, water supply



availability, and the cost of water. It is anticipated the City will initially use groundwater produced from Main Basin. The City will also use treated imported water. It is important to note that the Main Basin is adjudicated (as discussed in Section 6.2.2) and that there is no limit to the amount of groundwater which can be produced annually. Consequently, in the event purchased water and/or treated imported water may be limited, the City has the flexibility to increase groundwater production from the Main Basin.

6.2.9.2 QUANTIFICATION OF SUPPLIES

The actual quantities of the water supply sources available to the City during FY 2019-20 are summarized in Table 6-8. The reliable quantities of projected water supply sources available to the City in five-year increments through FY 2044-45 during average years are summarized in Table 6-9. The reliability of these sources of supply are addressed in Section 7.2.3, including during normal years, single dry years, and five consecutive year droughts.

The City's projected quantities of treated imported water supplies and/or purchased water supplies are based on historical long-term averages and available supplies during previous dry year conditions. The City's projected quantities of groundwater supplies from the Main Basin are based on meeting the remainder of the City's total water demands. As noted above, in the event purchased water and/or treated imported water may be limited, the City has the flexibility to increase groundwater production from the Main Basin. Consequently, it is anticipated the City will have sufficient water supplies available to meet projected demands.



Table 6-8 Water Supplies - Actual

Submittal Table 6-8 Retail: Water Supplies — Actual				
Water Supply	Additional Detail on Water Supply	2020		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Actual Volume*	Water Quality Drop Down List	Total Right or Safe Yield* (optional)
Add additional rows as needed				
Groundwater (not desalinated)	Main Basin	3,358	Drinking Water	
Purchased or Imported Water	Metropolitan Water District	173	Drinking Water	
Purchased or Imported Water	City of Pasadena	14	Drinking Water	
Total		3,545		0
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>				
NOTES:				

Table 6-9 Water Supplies - Projected

Submittal Table 6-9 Retail: Water Supplies — Projected											
Water Supply	Additional Detail on Water Supply	Projected Water Supply * Report To the Extent Practicable									
		2025		2030		2035		2040		2045 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Groundwater (not desalinated)	Main Basin	3,997		4,030		4,063		4,096		4,129	
Purchased or Imported Water	Metropolitan Water District	150		150		150		150		150	
Purchased or Imported Water	City of Pasadena	20		20		20		20		20	
Total		4,167	0	4,200	0	4,233	0	4,266	0	4,299	0
<i>*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.</i>											
NOTES:											



6.2.10 SPECIAL CONDITIONS

The City considered the issues described below when developing its planned sources of water supply.

6.2.10.1 CLIMATE CHANGE EFFECTS

Climate Change has the possibility of impacting the availability of planned water supplies, particularly during a drought period. Section 4.5 of this Plan provides a discussion regarding climate change effects on the City's various sources of supply.

6.2.10.2 REGULATORY CONDITIONS AND PROJECT DEVELOPMENT

The City has considered the implications of changing regulatory conditions and project development on the availability of planned water supplies. Section 1.4 provides a discussion on the reduced reliance on imported water supplies. In addition, Section 6.2.5 discusses the proposed Carson recycled water project.

6.2.10.3 OTHER LOCALLY APPLICABLE CRITERIA

There are no locally applicable criteria which applies to the City.

6.3 SUBMITTAL TABLES COMPLETION USING THE OPTIONAL PLANNING TOOL

As discussed in Section 4.2.5, DWR has created an optional "Planning Tool Worksheet" for water suppliers to review and assess monthly water use trends. DWR has deemed the tool as optional and the City is not required by DWR to use the tool. Section 6.1



provides a tabulation of the City's historical annual water uses for each water supply source. During the past 10 years, the City experienced a five consecutive year drought within its service area from FY 2011-12 to FY 2015-16. Historical records indicate the City's annual water demands had been greater prior to FY 2011-12. The City has been able to provide sufficient water supplies to its customers, including during five consecutive year droughts and years with historically high water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months. A further discussion regarding the reliability of the City's water supply sources is provided in Chapter 7.

6.4 ENERGY USE

CWC 10631.2.

(a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

- (1) An estimate of the amount of energy used to extract or divert water supplies.*
- (2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.*
- (3) An estimate of the amount of energy used to treat water supplies.*
- (4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.*
- (5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.*
- (6) An estimate of the amount of energy used to place water into or withdraw from storage.*
- (7) Any other energy-related information the urban water supplier deems appropriate.*

"Energy intensity" is defined as the quantity of energy consumed, measured in kilowatt hours (kWh), divided by the volume of water, measured in AF for a water management



process over a one-year period. The information used to calculate the estimated energy intensity associated with the City's water system is provided below. The energy intensity information is based on readily obtainable energy and water use data for the following water management processes: 1) extraction or diversion of water supplies; 2) placement into storage; 3) conveyance to distribution; 4) treatment; and 5) water system distribution.

The City has tabulated its energy intensity using readily obtainable energy consumption data obtained from monthly electricity bills from Southern California Edison (SCE) for the whole water system and the corresponding water use data obtained from available water meter readings. The City has reported the energy intensity associated with the water management processes which occur within its operational control. Because the City does not track individual energy usage for each water management process identified above, the City has estimated the energy intensity using the a "total utility approach" (i.e. sum of all water management processes). The total energy consumed was approximately 3,721,551 kWh during FY 2019-20. Although the total energy consumption reported includes electricity usage for general administration (e.g. at the City's headquarters) which is not associated with any water management processes, the general administration energy usage is considered negligible compared to overall water system use and has not been netted out.

The total volume of water entering the potable water system was approximately 3,546 AF during FY 2019-20 and is consistent with the total volume of water provided in Table 4-1.

The total energy intensity associated with the City's water management processes is estimated at 1,050 kWh/AF. The energy intensity data and calculations based on the "total utility approach" are provided in Table O-1B below.

The City's water management processes do not include "consequential hydropower generation" where the energy generation is a direct consequence of water delivery (i.e. all water passing through the energy generation devices is delivered to users). The City's



water management processes do not include “non-consequential hydropower generation” where the energy generation is not a direct consequence of water delivery (i.e. energy could be generated even if no water was being delivered to water users). In addition, the City’s water management processes do not include any substantial “self-generated energy sources” including solar, wind, geothermal, biomass, co-generation, and diesel generator sources.



Table O-1B. Recommended Energy Reporting — Total Utility Approach

Urban Water Supplier:		<u>City of South Pasadena</u>		
Water Delivery Product (If delivering more than one type of product use Table O-1C)				
<u>Retail Potable Deliveries</u>				
Table O-1B: Recommended Energy Reporting - Total Utility Approach				
Enter Start Date for Reporting Period	7/1/2019	Urban Water Supplier Operational Control		
End Date	6/30/2020			
<input type="checkbox"/> Is upstream embedded in the values reported?		Sum of All Water Management Processes	Non-Consequential Hydropower	
<i>Water Volume Units Used</i>	AF	Total Utility	Hydropower	Net Utility
<i>Volume of Water Entering Process (volume unit)</i>		3,546	0	3546
<i>Energy Consumed (kWh)</i>		3,721,551	0	3721551
<i>Energy Intensity (kWh/volume)</i>		1049.5	0.0	1049.5
Quantity of Self-Generated Renewable Energy				
<u>0 kWh</u>				
Data Quality (<i>Estimate, Metered Data, Combination of Estimates and Metered Data</i>)				
<u>Combination of Estimates and Metered Data</u>				
Data Quality Narrative:				
The total energy consumed was identified based on Southern California Edison (SCE) billing records. Although the total energy consumed includes electricity usage for general administration (which is not an identified water management process), general administration energy use is considered to be negligible compared to overall water system use and has not been netted out.				
Narrative:				
The total energy consumption includes energy associated with operating groundwater production wells and booster pumps to deliver water in the distribution system. Energy consumption is associated with operating groundwater treatment. Energy consumption is also associated with plant lighting and air conditioning, and operating the Supervisory Control and Data Acquisition (SCADA) system and chlorination injection pumps.				



CHAPTER 7

WATER SERVICE RELIABILITY AND DROUGHT RISK ASSESSMENT

LAY DESCRIPTION – CHAPTER 7

WATER SERVICE RELIABILITY AND DROUGHT RISK ASSESSMENT

Chapter 7 (Water Service Reliability and Drought Risk Assessment) of the City's 2020 Plan discusses and provides the following:

- FY 2019-20 represents an “average” or “normal” water year for the City in which the total amount of rainfall was similar to the historical average rainfall.
- A “single dry” year for the City was represented in FY 2017-18, in which the total amount of rainfall was below the historical average rainfall.
- A “five consecutive year drought” period for the City is represented from FY 2011-12 to FY 2015-16, where the total amount of rainfall during each of these years was less than the historical average rainfall.
- The City's current and projected water supplies available during normal years in five-year increments over the next 25 years are provided (through Fiscal Year 2044-45) as shown on Table 7-2.
- The City's current and projected water supplies available during single dry years in five-year increments over the next 25 years are provided (through Fiscal Year 2044-45) as shown on Table 7-3.
- The City's current and projected water supplies available during each year of a five consecutive year drought in five-year increments over the next 25 years are provided (through Fiscal Year 2044-45) as shown on Table 7-4.



- The reliability of the City's water supply sources, including a review of water supply constraints, is provided. A single dry year or a five consecutive year drought period will not compromise the City's ability to provide a reliable supply of water to its customers.
- A Drought Risk Assessment (or DRA) is provided which includes an assessment of the City's water supply reliability over a five consecutive year drought period. The City's DRA assumes a five consecutive year drought from FY 2020-21 through FY 2024-25 and includes a review of water supplies, water uses, and water supply reliability for each water supply source during this period. The City's water system has experienced a prior five consecutive year drought with no limitation to its collective water supplies. However, the cost of those water supplies may have increased based on the mix of water supplies which are used. Consequently, the City has the ability to enact varying water supply shortage stages (see Chapter 8) to help educate its customers and provide an economic incentive for the retail customers to reduce their water consumption.

7.1 INTRODUCTION

This section of the City's 2020 UWMP describes the City's ability to meet retail customer water demands by analyzing a variety of factors which affect the City's water supply. This section assesses the City's water service reliability during average years, single dry years, and during a five consecutive year drought period to meet the water needs of its customers. This section also includes the discussion of a Drought Risk Assessment which provides a mechanism for the City to evaluate the risk to its water supply under a drought lasting for the next five consecutive years.



7.2 WATER SERVICE RELIABILITY ASSESSMENT

CWC 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

Information regarding the reliability of the City's water supplies is based on the historical precipitation data in the San Gabriel Valley. Historical annual precipitation in the San Gabriel Valley is discussed in Section 3.3 and is based on historical data collected from Station 046719 (Pasadena, CA). Furthermore, Section 4.5 of this Plan notes that potential future climate change impacts may result in an increase in the average annual precipitation within the City's service area, thus indicating use of historical data is a reasonable and conservative approach. As indicated in Section 3.3, the historical average rainfall in the vicinity of the City's service area is 19.7 inches. FY 2019-20 represents an average or normal water year for the City in which the total amount of rainfall was similar to the historical average rainfall. A single dry year for the City was represented in FY 2017-18, in which the total amount of rainfall was below the historical average rainfall. A five consecutive year drought period for the City is represented from FY 2011-12 to FY 2015-16, where the total amount of rainfall during each of these years was less than the historical average rainfall. Table 7-1 summarizes these "base years" for average, single dry, and five consecutive year drought and provides the total amount of water supplies available to the City during those base years. The following discussion assesses the water service reliability of the City's water supply sources.



Water Service Reliability - Imported Water

The City's treated imported water supplies from MWD, through Upper District, may be impacted during a five consecutive year drought or other conditions which limits MWD from delivering sufficient water supplies to all of its member agencies, and consequently to the City. In anticipation of such a reduction in supplies, MWD developed a WSAP which is briefly described below. The WSAP provides a means of equitably providing reduced water supplies to each of MWD's member agencies for up to 10 levels of reduction representing up to a 50 percent reduction.

During calendar year 2007, critically dry conditions impacted MWD's water supply sources. In addition, a ruling in the Federal Courts in August 2007 provided protective measures for the Delta Smelt (and subsequently other aquatic species) in the Sacramento-San Joaquin River Delta resulting in restrictions on the availability of State Water Project water. As a result, MWD adopted a WSAP in February 2008 to allocate available water supplies to its member agencies. MWD revised the WSAP in December 2014.

The WSAP establishes ten different shortage levels and a corresponding Allocation to each member agency. Based on the shortage levels established by MWD, the WSAP provides a separate reduced Allocation to a member agency for its 1) Municipal and Industrial retail demand and 2) replenishment demand. The WSAP formula considers historical local water production, full service treated water deliveries, agricultural deliveries and water conservation efforts when calculating each member agency's Allocation.

In general, the WSAP process calculates total historical member agency demand. That historical demand is then compared to member agency projected local supply for a specific Allocation year. The balance required from MWD, less an Allocation reduction factor, is the member agency's "Water Supply Allocation" of imported water from MWD.



When a member agency reduces its local demand through conservation or other means, the Allocation of imported water will increase. Depending on MWD's available supply, MWD can establish a specific WSAP shortage level. The shortage level causes a regional reduction and calculates an allocation for each of its member agency. Additional information about MWD's WSAP is provided in MWD's Regional 2020 UWMP which is incorporated by reference. The following is a summary of MWD's water shortage levels:

- Level 1 – Regional Percent Reduction of 5%
- Level 2 – Regional Percent Reduction of 10%
- Level 3 – Regional Percent Reduction of 15%
- Level 4 – Regional Percent Reduction of 20%
- Level 5 – Regional Percent Reduction of 25%
- Level 6 – Regional Percent Reduction of 30%
- Level 7 – Regional Percent Reduction of 35%
- Level 8 – Regional Percent Reduction of 40%
- Level 9 – Regional Percent Reduction of 45%
- Level 10 – Regional Percent Reduction of 50%

In response to a fourth consecutive year of below average rainfall and critically dry conditions, MWD declared a WSAP Allocation Level 3 for fiscal year 2015-16, which represented a regional reduction of 15 percent. MWD rescinded the WSAP for fiscal year 2016-17 and has not reinstated the WSAP since that time.

In response to the continued drought conditions, MWD's Board of Directors declared a Water Supply Alert in August 2021, calling for consumers and businesses to voluntarily reduce their water use and help preserve the region's storage reserves. This declaration comes a day after the United States Bureau of Reclamation declared a first-ever shortage on the Colorado River. A Water Supply Alert is the third of four escalating conditions in MWD's framework indicating the urgency of Southern California's need to save water. The action calls for water agencies to reduce their water demand through public



awareness campaigns and by adopting local measures including increased outdoor water use efficiency, prohibiting home car washing or filling of ornamental water features, and requiring that restaurants only serve water upon request. MWD's declaration seeks to avoid the need for more severe actions, including moving to the fourth and final stage in MWD's framework (i.e. WSAP). In addition, while shortages in the Colorado River can potentially impact water supplies, MWD owns priority rights to the Colorado River and water supply will not be impacted in the immediate future. MWD has indicated that its supplies from the Colorado river will not be impacted in 2022 and may be impacted in 2023 and more likely in 2024, if the drought continues, which could potentially trigger the WSAP through which MWD would implement higher rates for increased use among its member agencies.

Water Service Reliability - Groundwater

Main Basin

The Main Basin groundwater supplies are managed by the Main Basin Watermaster, as discussed in Section 6.2.2. During a normal year (FY 2019-20), the City met about 95 percent of its total demands with supplies from the Main Basin. During a single dry year (FY 2017-18), the City met about 69 percent of its total demands with supplies from the Main Basin. During a five consecutive year drought multiple dry year period (FY 2011-12 to FY 2015-16), the City met between 99 and 100 percent of its total demands with supplies from the Main Basin.

Water Service Reliability Summary

Table 7-1 shows the water supplies during the base years (for average year, single dry year and a five consecutive year drought). As a result of the City's diverse water supply



portfolio, water supplies may be re-apportioned during a five consecutive year drought to meet the City's water demands.

7.2.1 SERVICE RELIABILITY – CONSTRAINTS ON WATER SOURCES

CWC 10631.

(b)(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

The City's sources of supplies consist of groundwater pumped from the Main Basin, treated imported water purchased from MWD through Upper District, and purchased water from the City of Pasadena, as described in Section 6.2. Although these supplies are managed, the following constraints may occur which the City has considered in this reliability analysis.

Main Basin

The City produces groundwater from the Main Basin. The groundwater historically had been impacted by contamination. However, the City has developed and implemented appropriate treatment (blending and/or treatment facilities) which have been approved by SWRCB-DDW. These groundwater supplies are considered reliable both from a water quality and quantity standpoint.

Purchased Water

The City also receives water from the City of Pasadena. Water quality from the City Pasadena is addressed separately in the City of Pasadena's 2020 Urban Water Management Plan and its annual Consumer Confidence Reports.



The City also receives treated water from MWD through Upper District. Water quality from MWD relating to supply reliability is addressed separately in MWD's 2020 Regional Urban Water Management Plan.

7.2.2 SERVICE RELIABILITY – YEAR TYPE CHARACTERIZATION

7.2.2.1 TYPES OF YEARS

The City's base years for an average year, single dry year, and a five consecutive year drought are discussed in Section 7.2 and summarized in Table 7-1. As indicated in Chapter 6, the City's water supply sources have been sufficient in meeting the City's historical water demands during an average year, a single dry year, and a five consecutive year drought. An average year was based on a historical year during the past 10 years with a total precipitation similar to the historical average precipitation in the vicinity of the City's service area. Because a single dry year or a five consecutive year drought period will not compromise the City's ability to provide a reliable supply of water to its customers, a single dry year in this Plan was selected based on one of the driest years during the past 10 years. The five consecutive year drought period was based on a period of five consecutive dry years during the past 10 years.

As indicated in Section 3.3, the historical average rainfall in the vicinity of the City's service area is 19.7 inches. FY 2019-20 represents an average or normal water year for the City in which the total amount of rainfall was similar to the historical average rainfall. A single dry year for the City was represented in FY 2017-18, in which the total amount of rainfall was less than the historical average rainfall. A five consecutive year drought period for the City is represented from FY 2011-12 to FY 2015-16, where the total amount of rainfall during each of these years was less than the historical average rainfall. Table 7-1 summarizes these "base years" for an average year, a single dry year, and a five



consecutive year drought period and provides the total amount of water supplies available to the City during those base years.

Table 7-1 Basis of Water Year Data (Reliability Assessment)

Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2019-2020, use 2020	Available Supplies if Year Type Repeats	
		<input type="checkbox"/>	Quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. Location _____
		<input checked="" type="checkbox"/>	Quantification of available supplies is provided in this table as either volume only, percent only, or both.
		Volume Available *	% of Average Supply
Average Year	2020	3,546	100%
Single-Dry Year	2018	3,778	106.5%
Consecutive Dry Years 1st Year	2012	4,446	125.4%
Consecutive Dry Years 2nd Year	2013	4,569	128.8%
Consecutive Dry Years 3rd Year	2014	4,572	128.9%
Consecutive Dry Years 4th Year	2015	3,872	109.2%
Consecutive Dry Years 5th Year	2016	3,317	93.5%
Supplier may use multiple versions of Table 7-1 if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Table 7-1, in the "Note" section of each table, state that multiple versions of Table 7-1 are being used and identify the particular water source that is being reported in each table.			
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.			
NOTES:			

7.2.2.2 SOURCES FOR WATER DATA



The monthly historical average temperatures (including minimum and maximum), monthly historical average rainfall, and monthly evapotranspiration in the vicinity of the City's service area are discussed in Section 3.3. Historical climate information was obtained from the WRCC, DPW, and from DWR's CIMIS.

7.2.3 WATER SERVICE RELIABILITY

CWC 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

The City primarily obtains its water supplies from groundwater wells located in the Main Basin. As discussed in Section 7.3 and shown in Table 7-2, Table 7-3, and Table 7-4, each of the City's water supply sources share the same base years. As previously discussed in Section 7.2.1, a single dry year or a five consecutive year drought period will not compromise the City's ability to provide a reliable supply of water to its customers.

As previously discussed in Section 4.2.6, the City's projected normal year water demands over the next 25 years, in five-year increments, were based on the City's 2020 Water Use Target of 150 GPCD for potable water demands. The ratio of total water supplies (including potable and recycled water supplies) available to the City during a historical average year in FY 2019-20 (or 3,546 AF) and during a historical single dry year in FY 2017-18 (or 3,778 AF) was used to estimate the City's projected water demands during single dry years. The ratio of total water supplies available to the City during a historical average year in FY 2019-20 (or 3,546 AF) and a historical five consecutive year drought period from FY 2011-12 to FY 2015-16 (or 4,446 AF, 4,569 AF, 4,572 AF, 3,872 AF, and



3,317 AF, respectively) was used to estimate the City’s projected water demands during a five consecutive year drought period. The City’s projected dry year water supplies over the next 25 years were based on the minimum supplies needed by the City to meet projected single-dry year demands. Table 7-2, Table 7-3, and Table 7-4 summarize the City’s projected water demands and supplies over the next 25 years in five-year increments, including during normal years, single dry years, and a five consecutive year drought period. These tables indicate the City can meet water demands during normal years, single dry years, and a five consecutive year drought period over the next 25 years.

7.2.3.1 WATER SERVICE RELIABILITY – NORMAL YEAR

Table 7-2 summarizes the City’s projected water demands and supplies over the next 25 years in five-year increments during normal years. Table 7-2 indicates the City can meet water demands during normal years over the next 25 years.

Table 7-2 Normal Year Supply and Demand Comparison

Submittal Table 7-2 Retail: Normal Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals (autofill from Table 6-9)	4,167	4,200	4,233	4,266	4,299
Demand totals (autofill from Table 4-3)	4,167	4,200	4,233	4,266	4,299
Difference	0	0	0	0	0
NOTES:					



7.2.3.2 WATER SERVICE RELIABILITY – SINGLE DRY YEAR

Table 7-3 summarizes the City’s projected water demands and supplies over the next 25 years in five-year increments during single dry years. Table 7-3 indicates the City can meet water demands during single dry years over the next 25 years.

Table 7-3 Single Dry Year Supply and Demand Comparison

Submittal Table 7-3 Retail: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045 (Opt)
Supply totals*	4,439	4,474	4,509	4,544	4,580
Demand totals*	4,439	4,474	4,509	4,544	4,580
Difference	0	0	0	0	0
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.					
NOTES:					

7.2.3.3 WATER SERVICE RELIABILITY – FIVE CONSECUTIVE DRY YEARS

Table 7-4 summarizes the City’s projected water demands and supplies over the next 25 years in five-year increments during five consecutive year drought periods. Table 7-4 indicates the City can meet water demands during five consecutive year drought periods over the next 25 years.



Table 7-4 Multiple Dry Years Supply and Demand Comparison

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Demand Comparison						
		2025*	2030*	2035*	2040*	2045* (Opt)
First year	Supply totals	5,225	5,266	5,307	5,348	5,390
	Demand totals	5,225	5,266	5,307	5,348	5,390
	Difference	0	0	0	0	0
Second year	Supply totals	5,369	5,411	5,453	5,496	5,539
	Demand totals	5,369	5,411	5,453	5,496	5,539
	Difference	0	0	0	0	0
Third year	Supply totals	5,372	5,414	5,456	5,499	5,542
	Demand totals	5,372	5,414	5,456	5,499	5,542
	Difference	0	0	0	0	0
Fourth year	Supply totals	4,550	4,586	4,622	4,658	4,694
	Demand totals	4,550	4,586	4,622	4,658	4,694
	Difference	0	0	0	0	0
Fifth year	Supply totals	3,898	3,928	3,959	3,990	4,021
	Demand totals	3,898	3,928	3,959	3,990	4,021
	Difference	0	0	0	0	0
Sixth year (optional)	Supply totals					
	Demand totals					
	Difference	0	0	0	0	0
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.						
NOTES:						



7.2.4 DESCRIPTION OF MANAGEMENT TOOLS AND OPTIONS

CWC 10620.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

As noted in Section 6.2.2, the Main Basin is managed by the Main Basin Watermaster. During the period of management under the Judgment, significant drought events have occurred. In each drought cycle the Main Basin has been managed to maintain water levels. Therefore, based on historical and on-going management practices, the City will be able to rely on the Main Basin for adequate supply over the next 25 years under single dry years and five consecutive year drought periods.

Section 6.2.2 provides a description of the management of groundwater resources in the Main Basin, as well as information on basin management. Chapter 6 also demonstrates that the management structure of the Main Basin provides a reliable source of groundwater supply for the City during a normal year, a single dry year, and a five consecutive year drought. Historical data indicates the Main Basin has been well managed for the full period of the adjudication, resulting in a stable and reliable water supply. Basin management changes are discussed in Section 6.2.2 and include increased direct use of recycled water (see Section 6.5) to reduce the need to import water from other regions. Therefore, the groundwater supplies in the Main Basin are deemed reliable.



7.3 DROUGHT RISK ASSESSMENT

CWC 10635.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

The City's sources of supplies consist of groundwater from the Main Basin (which is managed by the Main Basin Watermaster), treated imported water purchased from Upper District and managed by MWD, and purchased water from the City of Pasadena. The following discussion provides a Drought Risk Assessment which assesses the City's water supply reliability over a five consecutive year drought period. The City's DRA incorporates a five consecutive year drought from FY 2020-21 through FY 2024-25 and includes a review of water supplies, water uses, and water supply reliability.



7.3.1 DRA DATA, METHODS, AND BASIS FOR WATER SHORTAGE CONDITIONS

The City's DRA was prepared using historical production data from the City's water supply sources. The following assumptions were considered during the preparation of the City's DRA for each year of the five consecutive year drought.

- The five consecutive year drought period associated with the 2020 UWMP is based on five consecutive dry years from FY 2020-21 through FY 2024-25.
- The projected water supplies available during each year of this five consecutive year drought are assumed to be identical to the water supplies produced during each year between FY 2011-12 and FY 2015-16 (which represents the most recent and historical five consecutive year drought).
- The projected demands during this five consecutive year drought are based on water demands from FY 2019-20 (a normal year) which were adjusted based on projected population over the next five years along with the ratio of the normal year demands to actual demands over each year of the most recent and historical five consecutive year drought period (from FY 2011-12 and FY 2015-16).
- The projected demands were compared to the projected supplies to identify potential water supply deficits which may require implementation of the Water Shortage Contingency Plan (discussed further in Chapter 8).

The following hypothetical methodologies were considered during the preparation of the City's DRA during for each year of the five consecutive year drought:



- Drought Year 1: The region had experienced an average to above average year of precipitation in the prior year. Water use in the prior year had been below average due to a reduce need for outdoor water use, the groundwater basin had been replenished from above average local stormwater runoff, and imported water supplies were not restricted.
- Drought Year 2: The region experienced a second year of below average precipitation and runoff. Retail customers increase water use for outdoor irrigation to compensate for lack of precipitation. Groundwater and imported water supplies have not been impacted.
- Drought Year 3: The region experienced a third year of below average precipitation and runoff. Retail customers increase water use for outdoor irrigation to compensate for lack of precipitation. Groundwater and imported water supplies have not been impacted. However, there is an increased demand on both groundwater and treated imported water.
- Drought Year 4: The region experienced a fourth year of below average precipitation and runoff. Groundwater supplies have not been impacted. However, there is an increased demand on groundwater.
- Drought Year 5: Fifth year of below average precipitation and runoff. Groundwater supplies have not been impacted. However, there is an increased demand on groundwater.

7.3.2 DRA INDIVIDUAL WATER SOURCE RELIABILITY

The City's DRA incorporates a five consecutive year drought based on five consecutive dry years commencing in FY 2021-22. The quantity of water supplies available for each year during this five consecutive year drought period included in the City's DRA is assumed to be the same as the quantity of water supplies produced by the City (i.e. demands) during the most recent and historical five consecutive year drought which occurred from FY 2011-12 through FY 2015-16. Production data for those years have



been tabulated in Section 6.1. The following describes the anticipated reliability of each water source for each year of the five consecutive year drought based on recent experience.

Groundwater

The City receives water supplies is from the Main Basin, which is actively managed by the Main Basin Watermaster, as described in Section 6.2.2. Each year the Main Basin Watermaster reviews water supply conditions including local rainfall, groundwater levels, local stormwater runoff available for replenishment, imported water availability and the amount of imported water stored in the groundwater basin for future demands. The Main Basin Watermaster identifies the annual amount of groundwater which may be pumped (such as an Operating Safe Yield) before more expensive imported water would need to be purchased from MWD through Upper District to replenish the Main Basin for all production in excess of the water rights. Regardless of the annual safe yield adopted there is never a restriction on the amount of water which may be pumped from the Main Basin, only the cost of producing the groundwater is impacted. The Main Basin Watermaster is not restricted as to when or how much untreated imported water be delivered to the Main Basin, only that it ultimately be delivered. In addition, the City has established an untreated imported water (cyclic) storage account in the Main Basin which the City may draw upon to offset its potential future production in excess of its water rights. In doing so, the City reduces its need to purchase untreated imported water in the future in the midst of a drought when imported water supplies may be limited. The quantity of groundwater used (and reliably available) during the most recent and historical five consecutive year drought period have been tabulated in Section 6.1. During this period, the City was able to increase its production of its groundwater supplies from an adjudicated and managed groundwater basin. The City also had the ability to systematically implement aspects of its Water Shortage Contingency Plan (see Chapter 8). As a result of these collective actions (and experience during prior five consecutive year droughts), the City does not anticipate a water supply shortage from the Main Basin.



Purchased Water

The City obtains imported water from MWD through Upper District. Section 6.2.1 describes the planning conducted by MWD regarding treated imported water supplies available to the City. The reliability of MWD's supplies is also discussed in its 2020 Regional UWMP and is incorporated by reference. The City purchases treated imported water which is delivered directly within its distribution system. The City's purchases of treated, imported water over the past ten years have been tabulated in Section 6.1. In the event of a drought which limits imported water supplies, the City will rely on its groundwater production and will pay the applicable assessments to purchase untreated imported water to be delivered in the future when supplies are available.

The imported water purchases by the City during the most recent and historical five consecutive year drought period have been tabulated in Section 6.1. Because the City's DRA assumes the most recent and historical five consecutive year drought scenario will be repeated over the next five years, it is assumed the quantity of treated imported water supplies purchased during the most recent and historical five consecutive year drought scenario will be available. Furthermore, this constitutes the minimum amount of treated imported water which may be available in a future five consecutive year drought absent MWD's programs which it has since implemented.

The City purchases water from the City of Pasadena. The City's water purchases during the most recent and historical five consecutive year drought period have been tabulated in Section 6.1. Because the City's DRA assumes the most recent and historical five consecutive year drought scenario will be repeated over the next five years, it is assumed the quantity of purchased water supplies purchased during the most recent and historical five consecutive year drought scenario will be available.



Summary

The City's water system has experienced a prior five consecutive year drought with no limitation to its collective water supplies. However, the cost of those water supplies may have increased based on the mix of supplies which are used. Consequently, the City has the ability to enact varying water shortage levels (see Chapter 8) to help educate its customers and provide an economic incentive for the retail customers to reduce their water consumption.

7.3.3 DRA TOTAL WATER SUPPLY AND USE COMPARISON

Gross water use for the projected five consecutive year drought is shown on Table 7-5. Section 7.3.2 describes the water source reliability for each source of supply the City will rely on during a five consecutive year drought. The annual quantities are summed and are also provided on Table 7-5. The most important aspect of the City's water supplies is the groundwater which can be produced from a managed groundwater basin without restriction on the amount the City is allowed to produce. However, for the purposes of the City's DRA, as a worst-case scenario, the City has considered no water supply augmentation (as indicated in Table 7-5) from its groundwater supplies. When necessary, the City can implement various water shortage stages of its Water Shortage Contingency Plan (as discussed in Chapter 8) in order to reduce its water demands. As shown in Table 7-5, assuming no additional water supply benefits will be available from groundwater supplies, the City will implement various stages of its Water Shortage Contingency Plan to balance water demands with available supplies during years 1, 2, 3, 4, and 5 of the projected five consecutive year drought.



Table 7-5 Five-Year Drought Risk Assessment Tables to Address Water Code Section 10635(b)

2021		Total
Total Water Use		4,602
Total Supplies		4,446
Surplus/Shortfall w/o WSCP Action		(156)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		0
WSCP - use reduction savings benefit		156
Revised Surplus/(shortfall)		0
Resulting % Use Reduction from WSCP action		3%
2022		Total
Total Water Use		4,889
Total Supplies		4,569
Surplus/Shortfall w/o WSCP Action		(320)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		0
WSCP - use reduction savings benefit		320
Revised Surplus/(shortfall)		0
Resulting % Use Reduction from WSCP action		7%
2023		Total
Total Water Use		5,052
Total Supplies		4,572
Surplus/Shortfall w/o WSCP Action		(480)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		0
WSCP - use reduction savings benefit		480
Revised Surplus/(shortfall)		0
Resulting % Use Reduction from WSCP action		10%
2024		Total
Total Water Use		4,415
Total Supplies		3,872
Surplus/Shortfall w/o WSCP Action		(543)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		0
WSCP - use reduction savings benefit		543
Revised Surplus/(shortfall)		0
Resulting % Use Reduction from WSCP action		12%
2025		Total
Total Water Use		3,898
Total Supplies		3,317
Surplus/Shortfall w/o WSCP Action		(581)
Planned WSCP Actions (use reduction and supply augmentation)		
WSCP - supply augmentation benefit		0
WSCP - use reduction savings benefit		581
Revised Surplus/(shortfall)		0
Resulting % Use Reduction from WSCP action		15%



7.3.4 OPTIONAL PLANNING TOOL WORKBOOK

DWR has deemed the “Planning Tool Worksheet” as optional, and the City is not required by DWR to use the tool. The City has provided sufficient water supplies to its customers, including during five consecutive year drought periods and years with historically high water demands. The City has also been able to provide water service to meet maximum day water demands for these years, including during the summer months. The City obtains the majority of its water supplies from a managed groundwater basin which is not subject to seasonal fluctuation. Consequently, an evaluation regarding water supplies on a monthly basis was not considered.



CHAPTER 8

WATER SHORTAGE CONTINGENCY PLAN

LAY DESCRIPTION – CHAPTER 8

WATER SHORTAGE CONTINGENCY PLAN

Chapter 8 (Water Shortage Contingency Plan) of the City’s 2020 Plan discusses and provides the following:

- The City’s Water Shortage Contingency Plan is a detailed approach which presents how the City intends to act, or respond, in the case of an actual water shortage contingency.
- Preparation of the City’s “Annual Water Supply and Demand Assessment” (or Annual Assessment) is discussed. Commencing July 1, 2022, the City is required to submit the Annual Assessment. The Annual Assessment will include a review of the City’s “unconstrained” water demands for the current year and for a potential upcoming single dry year. Unconstrained water demands represent the City’s water demands prior to any “response actions” the City may invoke pursuant to the City’s Water Shortage Contingency Plan.
- The City will manage water supplies to minimize the adverse impacts of water shortages. The City’s Water Shortage Contingency Plan for water usage during periods of shortage is designed to incorporate six standard water shortage levels corresponding to progressive ranges from up to a 10, 20, 30, 40, and 50 percent shortage, and greater than a 50 percent shortage.



- For each declared water supply shortage level, customers will be required to reduce their consumption by the percentage specified in the corresponding water supply shortage level.
- For each declared water supply shortage level, the City has established response actions to reduce demand on water supplies and to reduce any shortage gaps in water supplies. These demand reduction actions include irrigation and other outdoor use restrictions, rate structure changes, and other water use prohibitions.
- The operational changes the City will consider in addressing water shortages on a short-term basis are discussed and include improved monitoring, analysis, and tracking of customer water usage to enforce demand reduction measures.
- The City's Emergency Response Plan is summarized. The Emergency Response Plan provides the management, procedures, and designated actions the City and its employees will implement during emergency situations (including catastrophic water shortages) resulting from natural disasters, system failures, and other unforeseen circumstances.
- The preparation of the City's seismic risk assessment and mitigation plan is discussed. The locations of earthquake faults in the vicinity of the City's water service area are provided.
- The effectiveness of the shortage response actions for each of the City's standard water shortage levels is presented. The City has been able to provide sufficient water supplies to its customers, including during five consecutive year drought periods and years with historically high water demands.
- The communication protocols implemented by the City when it declares any water shortage level are presented.
- The compliance and enforcement procedures associated with City's standard water shortage levels are presented.



- The legal authorities associated with City's standard water shortage levels are presented.
- The financial consequences associated with City's standard water shortage levels are presented.
- The City will evaluate the need for revising the Water Shortage Contingency Plan in order to resolve any water shortage gaps, as necessary. The steps necessary for the City to adopt and amend its Water Shortage Contingency Plan are presented.

The following Water Shortage Contingency Plan includes references to Chapters and Sections from the City of South Pasadena's 2020 Urban Water Management Plan:

8.1 WATER SUPPLY RELIABILITY ANALYSIS

[CWC 10632.](#)

(a)(1) The analysis of water supply reliability conducted pursuant to Section 10635.

The City's sources of supply were discussed in Section 6.2 of the 2020 UWMP and consist of groundwater pumped from the Main Basin, treated imported water purchased from MWD through Upper District, and purchased water from the City of Pasadena. The Main Basin is adjudicated, and groundwater supplies are managed. The reliability of the various sources of supply are discussed in Chapter 7 of the 2020 UWMP. Based on the adjudication provisions in the Main Basin, the City is able to produce groundwater without limitation, provided an applicable assessment is paid to the Main Basin Watermaster to purchase untreated imported water for groundwater replenishment. Imported water supplies (both treated and untreated) may be impacted in the event MWD implements its WSAP due to a water supply shortage.



8.2 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

CWC 10632.

(a)(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

CWC 10632.1.

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before June 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by June 1 of each year, whichever is later.

Commencing July 1, 2022, the City is required to submit an "Annual Water Supply and Demand Assessment" in accordance with DWR's guidance and requirements. The Annual Assessment will include a review of the City's unconstrained water demands (i.e. water demands prior to any projected response actions the City may trigger under this



WSCP) for the current year and the upcoming (potential single dry) year. The City will also include information regarding anticipated shortages, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the City's WSCP.

For each Annual Assessment, the City plans to prepare a preliminary assessment which evaluates the adequacy of its water supplies for the current and upcoming years by April of each year. The preliminary assessment will include a review of water supplies for at least a single dry year.

The components of an Annual Assessment consist of the following:

- A written decision-making process
- Key data inputs and assessment methodology

8.2.1 DECISION MAKING PROCESS

The City produces groundwater from the Main Basin as its primary source of water supply and that basin is managed on a fiscal year basis. Consequently, during the third quarter of each fiscal year the City will review its water demands from the initial six months along with the current groundwater basin conditions and local hydrology. This information will be used to help develop the Annual Assessment. A draft of the Annual Assessment will be circulated internally within the City for peer review and comment. Based on comments received, a redraft will be prepared and provided to City managers during the Spring of each year. The draft will subsequently be provided to the City Manager for final review. Subsequently, a final draft of the Annual Assessment will be provided to the City Council for review and included in the agenda as part of a City Council meeting such that it can be approved, and any recommended specific shortage response actions may be enacted. The final Annual Assessment will be provided to DWR no later than July 1 of each year.



The Annual Assessments will be instrumental in providing guidance to the City for decisions regarding potential declarations of a water supply shortage and implementation of water reduction stages, instituting mandatory water restrictions, promoting water use efficiency and conservation programs, water rates and drought rate surcharges, and the necessity of pursuing alternative water supplies. This process will help ensure adequate water supplies resources are available to the City.

8.2.2 DATA AND METHODOLOGIES

The key data inputs and methodologies which will be evaluated by the City during the preparation of the preliminary assessment will include the following:

- 1) Evaluation Criteria: The locally applicable evaluation criteria used to prepare the Annual Assessment will be identified. The evaluation criteria will include, but is not limited to, an analysis of current local hydrology (including rainfall and groundwater levels), current water demands, a review of water system improvement plans which may impact infrastructure availability, and water quality regulations which may impact groundwater availability.
- 2) Water Supply: A description of each available water supply source will be provided. The descriptions will include a quantification of each available water supply source and will be based on review of current production capacities, historical production, Urban Water Management Plans, and prior water supply studies (including Water Supply Assessments and/or Master Plans).
- 3) Unconstrained Water Demand: The potential unconstrained water demands during the current year and the upcoming (potential single dry) year will be reviewed. The review will include factors such as weather, existing and projected land uses and populations, actual customer consumption and water use factors, monthly Urban



Water Supplier Monthly Reports, existing water shortage levels (see Section 8.3), and existing water conservation ordinances (see Section 9.2.1).

- 4) Planned Water Use for Current Year Considering Dry Subsequent Year: The water supplies available to meet the demands during the current year and the upcoming (potential single dry) year will be considered and identified by each type of supply. The evaluation will include factors such as estimated water demands, weather, groundwater basin operating safe yields, water quality results, existing available pumping capacities, imported water allocations, contractual obligations, regulatory issues, use of emergency interconnections, and the costs associated with producing each water supply source.
- 5) Infrastructure Considerations: The capabilities of the water distribution system infrastructure to meet the water demands during the current year and the upcoming (potential single dry) year will be considered. Available production capacities (e.g. groundwater well capacities) and distribution system water losses (see Section 4.2.4) will be reviewed. In addition, capital improvement and replacement projects, as well as potential projects which may increase water system and production capacities (see Section 6.2.8), will be considered.
- 6) Other Factors: Additional local considerations, if any, which can affect the availability of water supplies will be described.

8.3 SIX STANDARD WATER SHORTAGE LEVELS

CWC 10632.

(a)(3)(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater



levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

The City has a legal responsibility to provide water utility services, including water for residential, commercial, industrial, public authority, and for public fire hydrants and private fire services. The City will manage water supplies prudently to minimize the adverse impacts of water shortages. In its 2015 Plan, the City's WSCP was designed to provide a minimum of 50 percent of normal supply during a severe or extended water shortage. For its 2020 Plan, the City's WSCP is designed to provide water supplies in the event there is less than 50 percent of normal supply during a severe or extended water shortage. Water shortage trigger mechanisms have been established to ensure that this policy is implemented. This includes structured stages of action referred to as water shortage planning levels.

Table 8-1 provides a description of the six standard stages of action which may be triggered by a shortage in one or more of the City's water supply sources, depending on the severity of the shortage and its anticipated duration.



Table 8-1 Water Shortage Contingency Planning Levels

Submittal Table 8-1 Water Shortage Contingency Plan Levels		
Shortage Level	Percent Shortage Range	Shortage Response Actions <i>(Narrative description)</i>
1	Up to 10%	Watering or irrigating of lawn, landscape or other vegetated area is limited to three designated days per week. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 72 hours of notification by the City unless other arrangements are made with the City.
2	Up to 20%	In addition to Shortage Level 1; Watering or irrigating of lawn, landscape or other vegetated area with water is limited to two designated days per week. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 48 hours of notification by the City unless other arrangements are made with the City. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
3	Up to 30%	In addition to Shortage Level 2; Watering or irrigating of lawn, landscape or other vegetated area is limited to one designated day per week. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 36 hours of notification by the City unless other arrangements are made with the City. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4	Up to 40%	In addition to Shortage Level 3; Watering or irrigating of lawn, landscape or other vegetated area is prohibited. All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 24 hours of notification by the City, unless other arrangements are made with the City. Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
5	Up to 50%	In addition to Shortage Level 4; Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.
6	>50%	In addition to Shortage Level 5; Upon declaration of a Stage 6 Water Supply Shortage, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued.
NOTES:		



The 2020 Plan requires urban water suppliers to have six standardized water shortage response actions in accordance with the DWR. The City's previous WSCP, originally included in its 2015 Plan as Ordinance No. 2268 (see Appendix K), described Permanent Water Conservation Requirements, which are effective at all times, followed by four water supply shortage stages that would become mandatory once placed into effect. The City's Stage 1 represented a "moderate" water supply shortage and accounted for up to 10 percent reduction. Stage 2 represented a "serious" water supply shortage and accounted for up to 20 percent reduction. Stage 3 represented an "extreme" water supply shortage and accounted for up to 30 percent reduction. The City's Stage 4 represented an "emergency" water supply shortage and accounts for more than 30 percent reduction.

For its 2020 Plan, the City will continue to incorporate the Permanent Water Conservation Requirements at all times. The City's existing Stage 1, Stage 2, and Stage 3 will be used to address a DWR water supply shortage Stage 1, Stage 2, and Stage 3 of up to 10 percent, 20 percent, and 30 percent, respectively. The City's existing Stage 4 will be used to address a DWR Stage 4, Stage 5, and Stage 6. The City's planned Stage 4 and Stage 5 will be used to address a water supply shortage of up to 40 percent and 50 percent, respectively. The planned Stage 6 will address a water supply shortage of more than 50 percent.

A crosswalk of the existing (prior) and planned stages of action are shown on the figure below.



Corresponding Relationships Between Supplier’s 2015 Shortage levels and the 2020 WSCP Mandated Shortage Levels

Established Level	Supply Condition/ Shortage		2020 Standard Level	Shortage Level
1	≤ 10%	→	1	≤ 10%
2	10 to 20%	→	2	10 to 20%
3	20 to 30%	→	3	20 to 30%
4	> 30%	→	4	30 to 40%
		→	5	40 to 50%
		→	6	> 50%

8.4 SHORTAGE RESPONSE ACTIONS

CWC 10632.

(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(B) Locally appropriate demand reduction actions to adequately respond to shortages.

(C) Locally appropriate operational changes.

(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.



8.4.1 DEMAND REDUCTION

Permanent Water Conservation Requirements

The following water conservation requirements are effective at all times and are permanent. Violations of this section constitute waste and an unreasonable use of water.

- A. No Washing Hard or Paved Surfaces - Washing hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except as follows: (i) where necessary to alleviate safety or sanitary hazards and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a water shut-off nozzle or device; or (ii) when using a low-volume, high-pressure cleaning machine equipped to recycle any water used, or a low-volume, high-pressure water broom.
- B. Runoff – Except as permitted under the preceding paragraph, it shall be unlawful for any reason to allow water to run in such a manner so as to have water migrate onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.
- C. Spray Irrigation Hours – Spray irrigation shall be scheduled between 5:00 p.m. and 9:00 a.m. Operation of the spray irrigation system outside the normal watering window is allowed for testing and system maintenance and for 30 days following installation of new plants, trees, or grass if necessary to prevent the plants, trees, or grass from dying.
- D. Spray Irrigation during Periods of Rain – Spray irrigation of lawn, landscape or other vegetated area during periods of rain is prohibited.
- E. Washing Vehicles - It shall be unlawful for anyone to wash any vehicle, trailer or boat by allowing any hose to run continuously. For the purpose of this section, continuously shall mean three minutes or more. Said hose shall be equipped with a position shutoff nozzle.
- F. Repair All Leaks - Loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of



time after such escape of water should have reasonably been discovered and corrected and in no event more than seven days of receiving notice from the department is prohibited.

- G. Serving Water in Restaurants - No restaurant or other public place where food is sold, served or offered for sale shall serve drinking water to any customer unless expressly requested by the customer.
- H. Restaurants Required to Use Water Conserving Dish Wash Spray Valves - Food preparation establishments, such as restaurants, cafes, and cafeterias, are prohibited from using non-water conserving dish washing spray valves.
- I. Decorative Structures - No water shall be used to clean, fill or maintain levels in decorative fountains, ponds or other similar aesthetic structures unless the structure uses a recirculating water system.
- J. No Installation of Non-Recirculating equipment in Commercial Car Wash and Laundry Systems - Installation of non-recirculating water systems is prohibited in new commercial conveyor car washes and new commercial laundry systems.
- K. No Installation of Single Pass Cooling Systems - Installation of single pass cooling systems is prohibited in buildings requesting new water service.

Stage 1 Water Supply Shortage Level

A Stage 1 Water Supply Shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Stage 1 Water Supply Shortage, the City shall implement the mandatory Stage 1 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 1 Water Supply Shortage:



1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area is limited to three designated days per week. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than 2 gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container; watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including vegetable gardens, fruit trees and shrubs, intended for consumption.
2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 72 hours of notification by the City unless other arrangements are made with the City.
3. Stage 1 includes a recommended 10 percent water reduction for all customers. The 10 percent reduction shall be calculated on an annual consumption basis.

Stage 2 Water Supply Shortage Level

A Stage 2 Water Supply Shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Stage 2 Water Supply Shortage, the City shall implement the mandatory Stage 2 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 2 Water Supply Shortage:



1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area with water is limited to two designated days per week. This subsection does not apply to landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than 2 gallons of water per hour. This subsection also does not apply to watering or irrigating by use of a hand-held bucket or similar container; watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system; or for maintenance of vegetation, including fruit trees and shrubs, intended for consumption.
2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 48 hours of notification by the City unless other arrangements are made with the City.
3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4. Stage 2 includes a recommended 20 percent water reduction for all customers. The 20 percent reduction shall be calculated on an annual consumption basis.

Stage 3 Water Supply Shortage Level

A Stage 3 Water Supply Shortage exists when the City Council determines, in its sole discretion, that due to drought or other water supply conditions a water supply shortage or threatened shortage exists and demand reduction is necessary to make more efficient use of water and appropriately respond to existing water conditions. Upon the declaration by the City Council of a Stage 3 Water Supply Shortage, the City shall implement the mandatory Stage 3 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 3 Water Supply Shortage:



1. Limits on Watering Days: Watering or irrigating of lawn, landscape or other vegetated area is limited to one designated day per week. This subsection does not apply to the following categories of use, as determined by the City in its sole discretion:
 - i. Landscape irrigation zones that exclusively use low flow drip type irrigation systems where no emitter produces more than 2 gallons of water per hour.
 - ii. Watering or irrigating by use of a hand-held bucket or similar container.
 - iii. Watering for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
 - iv. Maintenance of vegetation, including fruit trees and shrubs, intended for consumption.
 - v. Maintenance of existing landscape necessary for fire protection.
 - vi. Maintenance of existing landscape for soil erosion control.
 - vii. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.
 - viii. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, cemeteries and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the City.
 - ix. Actively irrigated habitat restoration or environmental mitigation projects.
2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 36 hours of notification by the City unless other arrangements are made with the City.
3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4. Stage 3 includes a recommended 30 percent water reduction for all customers. The 30 percent reduction shall be calculated on an annual consumption basis.



Stage 4 Water Supply Shortage Level

A Stage 4 condition exists when the City Council declares a Stage 4 Water Supply Shortage. Upon declaration by the City Council of a Stage 4 Water Supply Shortage, the City will implement the mandatory Stage 4 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 4 Water Supply Shortage:

1. **No Watering or Irrigating:** Watering or irrigating of lawn, landscape or other vegetated area is prohibited. This restriction does not apply to the following categories of use, as determined by the City in its sole discretion:
 - i. Maintenance of vegetation, including fruit trees and shrubs, vegetation intended for consumption.
 - ii. Maintenance of existing landscape necessary for fire protection.
 - iii. Maintenance of existing landscape for soil erosion control.
 - iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.
 - v. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the City.
 - vi. Actively irrigated environmental mitigation projects.
2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 24 hours of notification by the City, unless other arrangements are made with the City.
3. **Limits on Filling Ornamental Lakes or Ponds:** Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.



4. Limits on Filling Residential Swimming Pools and Spas: Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.
5. No New Potable Water Service: Upon declaration of a Stage 4 Water Supply Shortage, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued, except under the following circumstances:
 - i. A valid, unexpired building permit has been issued for the project; or
 - ii. The project is necessary to protect the public health, safety, and welfare; or
 - iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the City.

This subsection does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.

Stage 5 Water Supply Shortage Level

A Stage 5 condition exists when the City Council declares a Stage 5 Water Supply Shortage. Upon declaration by the City Council of a Stage 5 Water Supply Shortage, the City will implement the mandatory Stage 5 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 5 Water Supply Shortage:

1. No Watering or Irrigating: Watering or irrigating of lawn, landscape or other vegetated area is prohibited. This restriction does not apply to the following categories of use, as determined by the City in its sole discretion:



- i. Maintenance of vegetation, including fruit trees and shrubs, vegetation intended for consumption.
 - ii. Maintenance of existing landscape necessary for fire protection.
 - iii. Maintenance of existing landscape for soil erosion control.
 - iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.
 - v. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the City.
 - vi. Actively irrigated environmental mitigation projects.
2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired within 24 hours of notification by the City, unless other arrangements are made with the City.
3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4. Limits on Filling Residential Swimming Pools and Spas: Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.
5. No New Potable Water Service: Upon declaration of a Stage 5 Water Supply Shortage, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued, except under the following circumstances:
- i. A valid, unexpired building permit has been issued for the project; or
 - ii. The project is necessary to protect the public health, safety, and welfare; or
 - iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the City.



This subsection does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.

Stage 6 Water Supply Shortage Level

A Stage 6 condition exists when the City Council declares a Stage 6 Water Supply Shortage. Upon declaration by the City Council of a Stage 6 Water Supply Shortage, the City will implement the mandatory Stage 6 conservation measures identified in this section.

The following water conservation requirements apply during a declared Stage 6 Water Supply Shortage:

1. No Watering or Irrigating: Watering or irrigating of lawn, landscape or other vegetated area is prohibited. This restriction does not apply to the following categories of use, as determined by the City in its sole discretion:
 - i. Maintenance of vegetation, including fruit trees and shrubs, vegetation intended for consumption.
 - ii. Maintenance of existing landscape necessary for fire protection.
 - iii. Maintenance of existing landscape for soil erosion control.
 - iv. Maintenance of plant materials identified to be rare or essential to the well-being of protected species.
 - v. Maintenance of landscape within active public parks and playing fields, school grounds, golf course greens, and day care centers, provided that such irrigation does not exceed two days per week, according to a schedule established and posted by the City.
 - vi. Actively irrigated environmental mitigation projects.
2. Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions in the water user's plumbing or distribution system shall be repaired



within 24 hours of notification by the City, unless other arrangements are made with the City.

3. Limits on Filling Ornamental Lakes or Ponds: Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.
4. Limits on Filling Residential Swimming Pools and Spas: Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.
5. No New Potable Water Service: Upon declaration of a Stage 6 Water Supply Shortage, no new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued, except under the following circumstances:
 - i. A valid, unexpired building permit has been issued for the project; or
 - ii. The project is necessary to protect the public health, safety, and welfare; or
 - iii. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the City.

This subsection does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.



Table 8-2 Demand Reduction Actions

Submittal Table 8-2: Demand Reduction Actions				
Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only</i> <i>Drop Down List</i>
<i>Add additional rows as needed</i>				
1	Landscape - Limit landscape irrigation to specific times	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Irrigation scheduled between 5:00 p.m. and 9:00 a.m.	Yes
1	Landscape - Other landscape restriction or prohibition	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Irrigation during periods of rain is prohibited.	Yes
1	Landscape - Limit landscape irrigation to specific days	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Limited to 3 designated days per week.	Yes
1	CII - Restaurants may only serve water upon request	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	CII - Commercial kitchens required to use pre-rinse spray valves	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	Other - Prohibit use of potable water for washing hard surfaces	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	Collective reduction from all Shortage Level 1 actions is up to 457 AF		Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Must be repaired within 72 hours of notification by the City unless other arrangements are made with the City.	Yes
1	Other	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Installation of non-recirculating water systems is prohibited in new commercial conveyor car washes and new commercial laundry systems.	Yes
1	Other	Collective reduction from all Shortage Level 1 actions is up to 457 AF	Installation of single pass cooling systems is prohibited in buildings requesting new water service.	Yes
2	Other	Collective reduction from all Shortage Level 2 actions is up to 915 AF	Includes all Stage 1 Actions	Yes
2	Landscape - Limit landscape irrigation to specific days	Collective reduction from all Shortage Level 2 actions is up to 915 AF	Limited to 2 designated days per week.	Yes
2	Other water feature or swimming pool restriction	Collective reduction from all Shortage Level 2 actions is up to 915 AF	Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life.	Yes



2	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 2 actions is up to 915 AF	Must be repaired within 48 hours of notification by the City unless other arrangements are made with the City.	Yes
3	Other	Collective reduction from all Shortage Level 3 actions is up to 1,372 AF	Includes all Stage 2 Actions	Yes
3	Landscape - Limit landscape irrigation to specific days	Collective reduction from all Shortage Level 3 actions is up to 1,372 AF	Limited to 1 designated day per week.	Yes
3	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 3 actions is up to 1,372 AF	Must be repaired within 36 hours of notification by the City unless other arrangements are made with the City.	Yes
4	Other	Collective reduction from all Shortage Level 4 actions is up to 1,830 AF	Includes all Stage 3 Actions	Yes
4	Landscape - Prohibit all landscape irrigation	Collective reduction from all Shortage Level 4 actions is up to 1,830 AF		Yes
4	Other water feature or swimming pool restriction	Collective reduction from all Shortage Level 4 actions is up to 1,830 AF	Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas is prohibited.	Yes
4	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Collective reduction from all Shortage Level 4 actions is up to 1,830 AF	Must be repaired within 24 hours of notification by the City unless other arrangements are made with the City.	Yes
4	Other	Collective reduction from all Shortage Level 4 actions is up to 1,830 AF	No new potable water service will be provided, no new temporary meters or permanent meters will be provided, and no statements of immediate ability to service or provide potable water service will be issued.	Yes
5	Other	Collective reduction from all Shortage Level 5 actions is up to 2,287 AF	Includes all Stage 4 Actions	Yes
6	Other	Collective reduction from all Shortage Level 6 actions is greater than 2,287 AF	Includes all Stage 5 Actions	Yes
NOTES: The City's Stage 1 Shortage Response Actions include all Permanent Water Conservation Requirements.				

8.4.2 SUPPLY AUGMENTATION

The City does not plan to add a new source of water supply to address customer demands, but instead will consider increased supplies from existing sources. Table 8-3



reflects this approach and does not identify any new supplies. Instead, the City will focus on demand reduction measures in the event existing sources of supply are not sufficient to meet customer demands. As discussed in Chapter 6, the City's sources of water supply include groundwater produced from the Main Basin, treated imported water purchased from MWD through Upper District, and purchased water from the City of Pasadena. As noted in Section 8.2, beginning July 1, 2022, the City will prepare and submit an Annual Assessment which will include a review of water supplies available to meet water demands for the current and upcoming years. In the event the City is currently in, or considers entering into, one of the standard water shortage levels identified in Section 8.3, the City will consider the water supply augmentation actions described below.

For each water shortage level discussed in Section 8.3, the City will consider supplementing its existing water supplies through increased groundwater production instead of the purchase of additional imported water supplies. Due to previous critically dry conditions, MWD developed the Water Supply Allocation Plan whereby available supplies are equitably allocated to its member agencies, including Upper District. The WSAP establishes ten different shortage levels and a corresponding drought allocation to each member agency. Based on the shortage level established by MWD, the WSAP provides a reduced drought allocation to a member agency for its M&I retail demand. The ratio of MWD water supply drought allocation to local water supply will change based on the WSAP stage. The MWD drought allocation can be used to make Full Service water deliveries at the Tier 1 rate up to a Tier 1 allocation. Any Full Service water delivered in excess of a drought allocation is subject to a penalty rate in addition to the normal rate paid for the water.

In addition to the WSAP, MWD describes supply augmentation actions in its Regional 2020 UWMP, which is incorporated by reference. MWD's primary first response to any gap between core supplies (from the State Water Project and Colorado River) and demand is to make optimal use of its supply augmentation options, consisting of drawing from flexible supply programs and storage reserves. MWD has developed and actively



manages a portfolio of water supply programs including water transfer, storage, and exchange agreements. MWD pursues voluntary water transfer and exchange programs to help mitigate supply/demand imbalances and provide additional dry-year supply sources. In addition, MWD has developed significant storage capacity in reservoirs, conjunctive use, and other groundwater storage programs totaling approximately 6.0 million AF. Pursuant to MWD's "Emergency Storage Objective", updated in 2019, approximately 750,000 AF of total stored water is emergency storage reserved by MWD for use in the event of supply interruptions. Based on MWD's historical and on-going water supply and storage programs and management practices, the City will use up to the treated imported water supply made available from MWD through Upper District in association with each of the standard water shortage levels identified in Section 8.3. Water demands will be addressed through increased use of the local groundwater supplies and implementation of demand reduction measures through various stages of action.

The City will consider augmenting its existing water supplies through production of additional groundwater from the Main Basin. As noted in Section 6.2.2, the Main Basin is managed by the Main Basin Watermaster. During the period of management under the Main Basin Judgment, significant drought events have occurred. In each drought cycle the Main Basin has been managed to maintain water levels. Parties to the Main Basin Judgment, including the City, are authorized to produce groundwater in excess of their rights and pay assessments for such production to the Main Basin Watermaster. The assessments are used to purchase untreated imported water to replenish the Main Basin. The Main Basin Watermaster purchases untreated imported water to replenish the Main Basin from MWD through Three Valleys Municipal Water District. Groundwater quality is carefully monitored and managed by the Main Basin Watermaster. Treatment facilities and/or blend plans have been developed by water agencies to meet potable water standards and to prevent the spread of any groundwater contamination. Groundwater quality in the Main Basin is not expected to impact potable supplies or constrain supply reliability. Based on historical and on-going management practices, the City will be able



to continue relying on the Main Basin for adequate supplies in response to each of the standard water shortage levels identified in Section 8.3.

Table 8-3 Supply Augmentation and Other Actions

Submittal Table 8-3: Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUdata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
1	Transfers	Not applicable (see Notes)	
2	Transfers	Not applicable (see Notes)	
3	Transfers	Not applicable (see Notes)	
4	Transfers	Not applicable (see Notes)	
5	Transfers	Not applicable (see Notes)	
6	Transfers	Not applicable (see Notes)	

NOTES: The City will consider increased production from the Main Basin using existing facilities to address increased demands. As noted on Table 8-2, the City plans to implement demand reduction measures in the event water supplies from existing sources are not sufficient to meet anticipated demands.

8.4.3 OPERATIONAL CHANGES

During a water supply shortage situation, the City will manage its water supply resources to provide sufficient water supplies capable of meeting the demands of its customers. Section 8.4.1 describes the City’s standard water shortage levels and associated demand reduction measures. Section 8.4.2 describes the City’s water supply sources and water supply augmentation actions available. The supply augmentation actions and demand reduction measures, when implemented, may potentially result in short-term operational changes which are necessary to allow the City to utilize all available water supply sources in response to water shortage situations.

As noted in Section 8.2, beginning July 1, 2022, the City will prepare and submit an Annual Assessment which will include a review of the water supplies available to meet water demands for the current and upcoming years. Preparation of the Annual



Assessment will assist the City in determining any potential operational changes. In addition, the City's standard water shortage levels and the associated demand reduction measures, in conjunction with the City's existing Demand Management Measures (DMMs) (discussed in Chapter 9), will be essential to the City in reducing water demands during any water shortage period. The operational changes the City will consider in addressing non-catastrophic water shortages on a short-term basis include the following:

- Improved monitoring, analysis, and tracking of customer water usage to enforce demand reduction measures
- Optimized production from existing available water supply sources
- Potential use of emergency supply sources, including emergency interconnections
- Potential blending of water supply resources
- Improved monitoring, maintenance, and repairs to reduce water distribution system losses

8.4.4 ADDITIONAL MANDATORY RESTRICTIONS

The mandatory restrictions which are implemented by the City to reduce customer demands are discussed in Section 8.4.1. There are no additional mandatory restrictions planned at this time.

8.4.5 EMERGENCY RESPONSE PLAN

Catastrophic water shortages are incorporated in the City's standard water shortage levels (identified in Section 8.3) and the associated demand reduction measures (described in Section 8.4.1). In addition to the water supply augmentation actions (Section 8.4.2) and potential operational changes (Section 8.4.3) which the City may consider in order to continue providing sufficient water supplies, the City will review and implement any necessary steps included in its "Emergency Response Plan".



As part of the “America’s Water Infrastructure Act of 2018”, community water systems serving a population greater than 3,300 people, including the City, are required to review and update their “Risk and Resilience Assessment” (RRA) and the associated “Emergency Response Plan” (ERP) every five (5) years. However, due to security concerns regarding the submitting of these reports, water systems are required to submit certifications to USEPA, from March 31, 2020 and December 30, 2021, confirming the current RRA and ERP have been reviewed and updated.

The City’s RRA, prepared in 2021, evaluates the vulnerabilities, threats, and consequences from potential hazards to the City’s water system. The City prepared its RRA (which is incorporated by reference) by evaluating the following items:

- Natural hazards and malevolent acts (i.e., all hazards);
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution facilities, and electronic, computer and other automated systems);
- Monitoring practices;
- Financial systems (e.g., billing systems);
- Chemical storage and handling; and
- Operation and maintenance.

The City’s RRA evaluated a series of potential malevolent acts, natural hazards, and other threats in order to estimate the potential “monetized risks” (i.e. associated economic consequences to both the water system and surrounding region, and the likelihood of occurrence) associated with the City’s water facility assets. The cost-effectiveness of implementing potential countermeasures to reduce risks was also reviewed.



The City's ERP, to be completed later in 2021, will provide the management, procedures, and designated actions the City and its employees will implement during emergency situations (including catastrophic water shortages) resulting from natural disasters, system failures and other unforeseen circumstances. The City's ERP (which is incorporated by reference) will provide the guidelines for evaluating an emergency situation, procedures for activating an emergency response, and details of the different response phases in order to ensure that customers receive a reliable and adequate supply of potable water. The scope of the ERP includes emergencies which directly affect the water system and the ability to maintain safe operations (such as a chlorine release, and earthquake or a threat of contamination). The ERP will also incorporate the results of City's RRA and include the following:

- Strategies and resources to improve resilience, including physical and cybersecurity
- Plans and procedures for responding to a natural hazard or malevolent act
- Actions and equipment to lessen the impact of a natural hazard or malevolent act
- Strategies to detect natural hazards or malevolent act

The City will review the ERP for procedures regarding the utilization of alternative water supply sources in response to water supply shortages, including during the standard water shortage levels. The City will also review applicable procedures described in the ERP regarding any necessary temporary shutdown of water supply facilities, including appropriate regulatory and public notifications.

8.4.6 SEISMIC RISK ASSESSMENT AND MITIGATION PLAN

[CWC 10632.5.](#)

(a) In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.



(b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.

(c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

The City prepared a local “Hazard Mitigation Plan” which was approved by the Federal Emergency Management Agency (FEMA) in 2019. The Hazard Mitigation Plan identifies effective ways to assess the significant natural hazards (including earthquakes) that may affect the City and its residents. The Hazard Mitigation Plan provides resources, information, and strategies to reduce the City’s vulnerability to these hazards, while providing guidance for the coordination of mitigation activities throughout the City. The Hazard Mitigation Plan includes mitigation projects necessary to reduce seismic risk to the City’s water distribution system facilities (including its distribution system pipelines, groundwater wells, booster pumps, and storage reservoirs) and potential disruptions in providing water service. The City’s Hazard Mitigation Plan is provided in Appendix L.

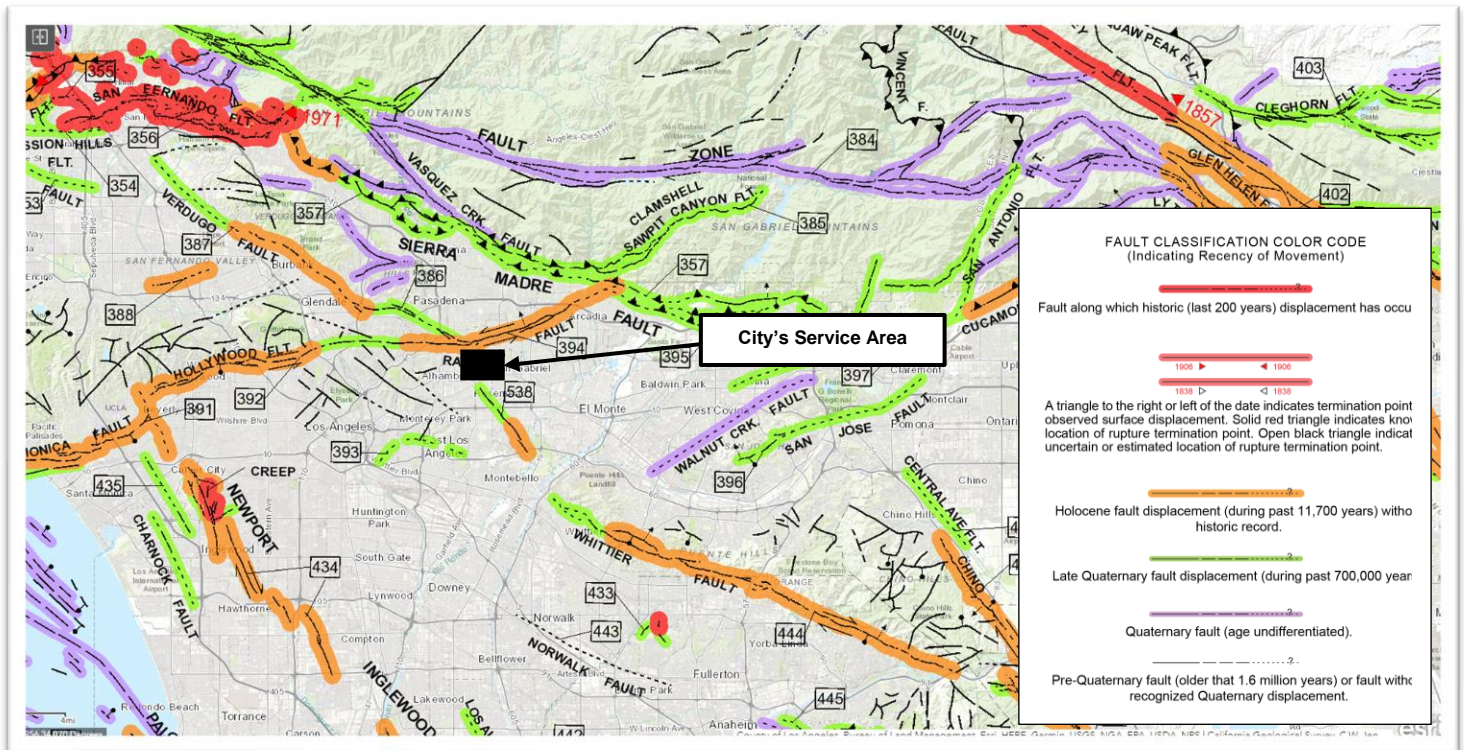
The County of Los Angeles prepared a “All-Hazards Mitigation Plan” in 2019 which identified methods to assess significant natural hazards (including earthquakes) affecting areas throughout Los Angeles County, and the mitigation strategies necessary to reduce risks, including seismic risk. The County’s All-Hazards Mitigation Plan is provided in Appendix M.

The California Geological Survey has published the locations of numerous faults which have been mapped in the Southern California region. Although the San Andreas fault is the most recognized and is capable of producing an earthquake with a magnitude greater than 8 on the Richter scale, some of the lesser-known faults have the potential to cause significant damage. The locations of these earthquake faults in the vicinity of the City’s water service area are provided in the figure below. The faults that are located in close



proximity to and could potentially cause significant shaking in the City’s water service area include the San Andreas fault, Raymond fault, Walnut Creek fault, Eagle Rock fault, Sierra Madre fault, and the East Montebello fault.

Location of Earthquake Faults



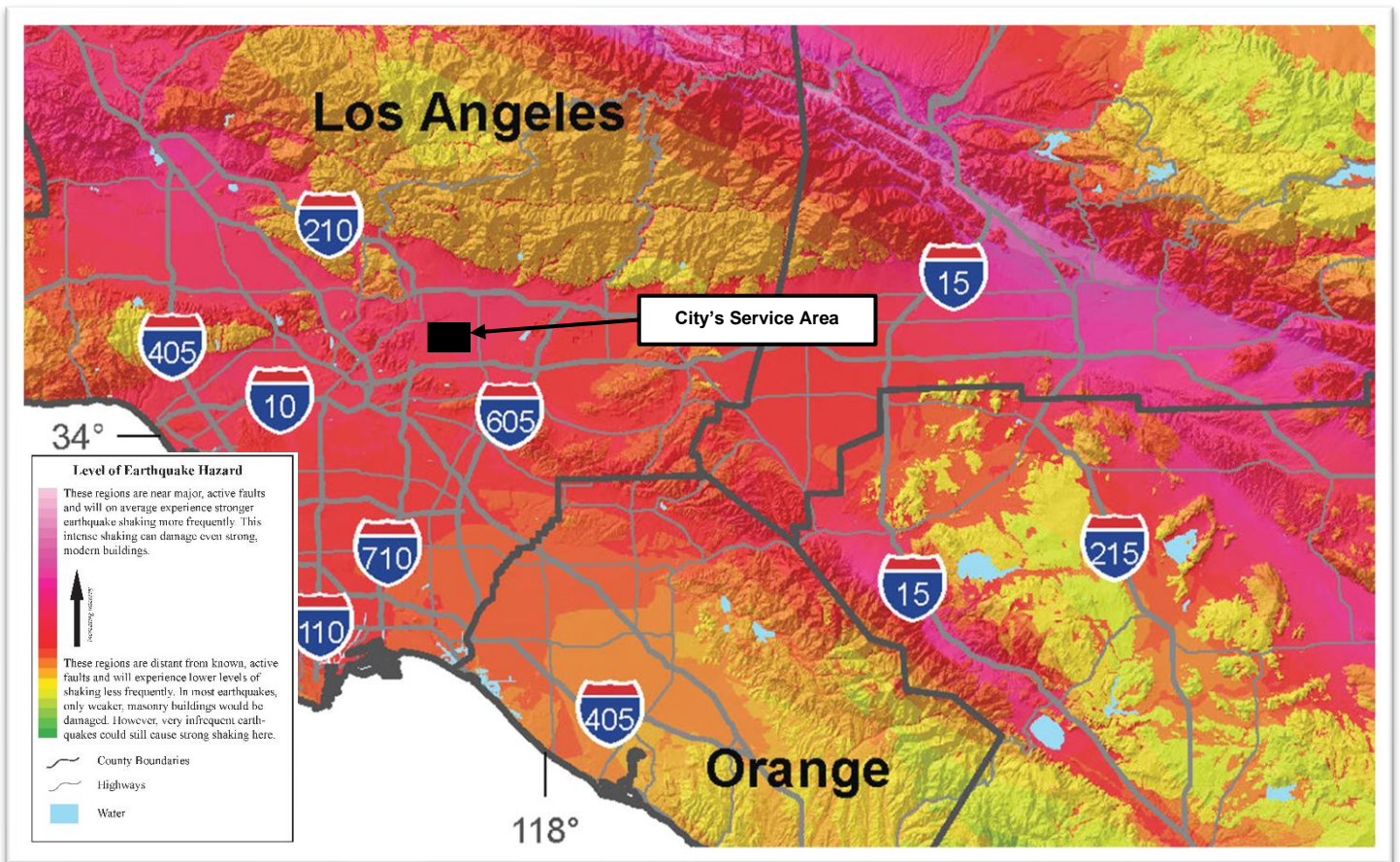
Source: <https://maps.conservation.ca.gov/cgs/fam/App/>

The following figure provides the relative intensity of ground shaking in the vicinity of the City’s service area from anticipated future earthquakes. The locations of relatively long-period (1.0 second) earthquake shaking, including the City’s service area, are provided. Long-period shaking affects tall, relatively flexible buildings, but also correlates with earthquake damage. The shaking potential is calculated based on the level of ground motion that has a 2 percent chance of being exceeded in 50 years (or the level of ground-shaking with an approximate 2,500-year average repeat time). As discussed in Section 8.4.5, the City will complete an Emergency Response Plan which will provide the



management, procedures, and designated actions the City and its employees will implement during emergency situations resulting from natural disasters, including during earthquakes, to ensure that customers receive a reliable and adequate supply of potable water. The City's ERP is incorporated by reference.

Earthquake Shaking Potential



Source: "Earthquake Shaking Potential for California", 2016, California Geological Survey and United States Geological Survey



8.4.7 SHORTAGE RESPONSE ACTION EFFECTIVENESS

The effectiveness of the shortage response actions, for each of the standard water shortage levels identified in Section 8.3, is evident in the City's historical ability to meet its customer's water demands in response to a water supply shortage. In addition, the City imposes water consumption regulations and restrictions, and supports local agencies in efforts to enforce regulations and prohibitions on water use. The effectiveness of each of the City's shortage response actions, in order to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction provided in Table 8-2 and Table 8-3.

Section 6.1 provides a tabulation of the City's historical annual water demands for each water supply source. During the past 10 years, the City experienced a five consecutive year drought within its service area from FY 2011-12 to FY 2015-16. Throughout this extended dry year period, the City's annual water production ranged from 3,317 AF to 4,572 AF, with an average of approximately 4,155 AF. In addition, historical records indicate the City previously produced a maximum of up to 4,572 AF during FY 2013-14. The City has been able to provide sufficient water supplies to its customers, including during five consecutive year droughts and years with historically high-water demands. In addition, the City has been able to provide water service to meet maximum day water demands for these years, including during the summer months.

The City's water demands during the most recent five years (from FY 2015-16 to FY 2019-20) averaged approximately 3,531 AFY. Due to conservation efforts and demand management measures (discussed in Chapter 9), the City's recent water demands have been less than its historical water demands, including during five consecutive year droughts. The City's projected water demands (during a normal year, a single dry year, and five consecutive drought periods) are provided in Section 7.2.3 and are anticipated to incorporate similar reductions in water use rates as a result of the shortage response actions, ongoing conservation efforts, and demand management measures. Because the



City's projected water demands are similar to, it is anticipated the City will be able to continue providing sufficient water supplies to its customers to meet projected water demands, including during five consecutive year drought periods. In addition, as discussed in Section 8.4.2, based on historical and on-going management practices, the City will be able to continue relying on its water supply source from the Main Basin for adequate supply augmentation in response to each of the standard water shortage levels identified in Section 8.3.

The City previously adopted Resolution No. 7394 in April 2015 which declared a water supply shortage and established water-use restrictions and regulations equivalent to the standard water shortage level 2 identified in Section 8.3. During this Stage 2 water supply shortage, the City was able to reduce water demands and provide sufficient water supplies to its customers. Subsequently, the City adopted Resolution No. 7483 in September 2016 which rescinded the Stage 2 water supply shortage and declared a water supply shortage equivalent to standard water supply shortage Stage 1. During this Stage 1 water supply shortage, the City was able to reduce water demands and provide sufficient water supplies to its customers. Copies of the resolutions are provided in Appendix N.

Based on the City's demonstrated ability to meet water demands during past water supply shortages, the adopted water shortage stages, the adjusted operating safe yields, and water supplies during five consecutive year drought periods, it is anticipated that the City will be able to provide sufficient water supplies to its customers during each of its standard water shortage stages. Although adequate supplies are anticipated, the cost of those water supplies may become incrementally more expensive. The City will enact varying stages of its WSCP to encourage retail customers to reduce water consumption and at the same time reduce the need to use the more expensive water supplies. Notwithstanding, the effectiveness of each of the City's shortage response actions, in order to reduce any potential gaps between supply and demand, has been quantified in the expected demand reduction section provided in Table 8-2 and Table 8-3. The



effectiveness of the City's shortage response actions is based on the City's water demands prior to 2015 (unconstrained demands). The City reduced its water demands in 2015 in response to the Governor's April 1, 2015 Executive Order B-29-15 which mandated statewide reduction in water use of 25 percent. The City's actual water demand reduction during this period was used to estimate the extent of water use reductions for the City's Water Shortage Stages. The City's Water Shortage Levels 1, 2, 3, 4, 5, and 6 are expected to reduce water demands by up to 10%, 20%, 30%, 40%, 50%, and greater than 50%, respectively.

8.5 COMMUNICATION PROTOCOLS

CWC 10632.

(a)(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

Pursuant to Ordinance No. 2268, the City will monitor and evaluate the projected supply and demand for water by its customers. In the event of a water supply shortage, as determined in Section 8.4.1, the City Manager or his/her designee shall recommend that the City Council make a determination that a water supply shortage exists and declare an appropriate Stage be established to permit the City to prudently supply water to its customers. Prior to implementation of a water shortage Stage as provided in this WSCP, the City Council shall hold a public hearing for the purposes of determining: (i) whether and to what extent a water supply shortage exists; and (ii) which Stage of water supply



shortage is appropriate to address the water supply shortage. Notice of the time and place of said public hearing will be published not less than 10 days before the hearing on the City's website and in a newspaper of general circulation within the City. The City Council's determination shall be made by public notice on the City's website and in a newspaper of general circulation within the City and shall become effective immediately upon such publication. At any time during the water shortage period, the City Council may discontinue any declared Stage or may implement another Stage in accordance with this WSCP. Upon a finding by the City Council that a water supply shortage no longer exists, any water supply shortage Stage then in effect shall terminate.

8.6 COMPLIANCE AND ENFORCEMENT

[CWC 10632.](#)

(a)(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

Residential Customers and All Other Customers with Water Meters Less than Two Inches:

A customer shall be responsible for all uses of water served by the customer's water meter. Violation of any of the provisions of this chapter shall be the responsibility of the customer.

Monetary penalties imposed under this WSCP will be collected by adding them to the customer's water bill and will be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the City. Penalties for failure to comply are as follows:



1. First Violation: The City will issue a written notice of violation. Said notice will contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and statement informing the customer of their right to a hearing on the merits of the alleged violation.
2. Second Violation: A second violation within the preceding 12 calendar months is punishable by a fine of \$100.
3. Third Violation: A third violation within the preceding 12 months is punishable by a fine of \$200.
4. Fourth and Subsequent Violations: After a fourth or subsequent violation, the City may elect to impose a fine of \$500 and disconnect a customer's service.

Non-Residential Customers with Water Meters Two Inches or Larger:

A customer shall be responsible for all uses of water served by the customer's water meter. Violation of any of the provisions of this chapter shall be the responsibility of the customer.

Monetary penalties imposed under this WSCP will be collected by adding them to the customer's water bill and will be payable at the same time and in the same manner as such bills or by such other method of collection and payment as established by the City. Penalties for failure to comply are as follows:

1. First Violation: The City will issue a written notice of violation. Said notice will contain, in addition to the facts of the violation, a statement of the possible penalties for each violation and a statement informing the customer of their right to a hearing on the merits of the alleged violation. Notice of violation will be sent through regular mail to the address at which the customer is billed by the City.
2. Second Violation: A second violation within the preceding the 12 calendar months is punishable by a fine of \$200.



3. Third Violation: A third violation within the preceding 12 calendar months is punishable by a fine of \$400.
4. Fourth and Subsequent Violations: After a fourth or subsequent violation, the City may elect to impose a fine of \$1000 and disconnect a customer's service.

All Customers:

Disconnection of service may be undertaken only after a public hearing held by the City in accordance with the City's Municipal Code Section 35.93. All costs incurred to reconnect service will be the responsibility of the customer.

Pursuant to the City's Municipal Code Section 35.93, any customer receiving a notice of violation will have a right to a hearing by the City Manager or his/her designee on the merits of the alleged violation upon that customer's written request to the City. A customer's written request for a hearing must be received by the City within 10 days of the date of notification of violation or the customer's right to a hearing will be deemed waived. The customer's timely written request for a hearing will automatically stay the imposition of penalty until the hearing officer renders a decision. No other or further stay will be granted by the City. Any customer dissatisfied with the hearing officer's dispute determination may appeal that determination within 10 days of issuance to the Natural Resources and Environmental Commission whose decision will become final within 15 days of its issuance unless appealed to City Council. The City may issue regulations to govern the contents of the request for hearing and the manner in which such hearings may be conducted.

Notwithstanding any other provision of law, and in addition thereto, and not in lieu thereof, any willful misinterpretation of a material fact by any person to the City, made for the purpose of securing relief from the provisions of this WSCP for any customer, is unlawful. Such violation shall be punishable by a fine not exceeding the sum of \$1000.



8.7 LEGAL AUTHORITIES

CWC 10632.

(a)(7)(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

CWC Division 1, Section 350

The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

Under the City's Ordinance No. 2268, the City Council has the legal authority to call a public hearing to discuss the need to declare and implement a water supply shortage Stage. Upon finding that a water supply shortage exists, the City Council will adopt a Resolution declaring the appropriate water shortage response actions to mitigate the existing water supply shortage.

When the City Manager or his/her designee determines that a sudden event has, or threatens to significantly diminish the reliability or quality of the City's water supply, the City Manager or his/her designee may declare a Catastrophic Water Supply Shortage and impose whatever emergency water allocation or conservation actions deemed necessary, in the professional judgment of the Director of Public Works, to protect the reliability and quality of the City's water supply, until the emergency passes, or the City Council takes other action.



8.8 FINANCIAL CONSEQUENCES OF WSCP

CWC 10632.

(a)(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

Potential revenue and expenses increases associated with activated shortage response actions are regulated and tracked by the City's Finance Director.

During periods of water supply shortages, state-mandated water use restrictions, or emergency conditions, the City may require its customers to reduce demands below levels projected under the current water rate structure. Under any of these circumstances, the City may experience a decrease in revenues that may result in insufficient funds to meet projected expenses.

In order to offset any decline in revenues, the City Council may adopt resolutions to make additional adjustments to the water rates based on the City's increased costs to provide water to its customers.



8.9 MONITORING AND REPORTING

CWC 10632.

(a)(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

Customer compliance of the provisions adopted by declaration of a WSCP are monitored and reported through water loss audits performed by the City. The City's staff prepares annual Distribution System Water Audits to monitor water losses. Staff reviews the audits to track real and apparent losses. Losses are monitored by comparing water production to sales. The City regularly monitors its system and repairs leaks in a timely manner. This includes regular checks on valves and meters, and pipeline maintenance. If leaks are encountered or suspected during routine inspection of the system, further evaluation is conducted. If leaks are found, they are repaired.

8.10 WSCP REFINEMENT PROCEDURES

CWC 10632.

(a)(10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

The City's WSCP has been prepared as an adaptive management plan. As discussed in Section 8.9, the City will monitor and report on the implementation of the WSCP. The City will review the implementation results for any current or potential shortage gaps between water supplies and demands. The City will evaluate the need for revising the WSCP in order to resolve any shortage gaps, as necessary. The City will consider the following potential revisions in the event of a potential shortage gap:



- Implementation of additional public outreach, education, and communication programs (in addition to the programs discussed in Chapter 9).
- Implementation of more stringent water use restrictions under the standard water shortage levels (discussed in Section 8.4.1)
- Implementation of stricter enforcement actions and penalties (discussed in Section 8.6)
- Improvements to the water supply augmentation responses (discussed in Section 8.4.2), as well as any associated operational changes (discussed in Section 8.4.3) which may be required
- Incorporation of additional actions recommended by City staff or other interested parties

The City will use the monitoring and reporting data to evaluate the ability for these potential revisions to resolve any shortage gaps which may occur within the standard water shortage levels.

This WSCP is adopted as part of the City's 2020 Urban Water Management Plan adoption process discussed in Section 10.3. It is anticipated the City will review, revise, and adopt an updated WSCP as part of preparing its 2025 Urban Water Management Plan as necessary. However, the City will continue to review the monitoring and reporting data, and if needed, update the WSCP more frequently. Any updates to the City's WSCP will include a public hearing and adoption process by the City Council (see Section 8.12).



8.11 SPECIAL WATER FEATURE DISTINCTION

CWC 10632.

(b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

The City's WSCP defines "decorative water features" as water features which are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, but excluding pools and spas. In general, there are additional health and safety considerations in the water supplied to pools and spas compared to decorative water features. As a result, the City's WSCP has reviewed the response actions, enforcement actions, and monitoring and reporting programs separately for decorative water features and for pools and spas, as applicable.

8.12 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

CWC 10632.

(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

The City's WSCP is adopted as part of the City's 2020 Urban Water Management Plan adoption process discussed in Chapter 10. The process for adopting the City's WSCP includes the following:



- The City will conduct a public hearing and make the WSCP available for public inspection.
- The City will provide notification of the time and place of the public hearing to any city or county in which water is provided.
- The City will publish notice of public hearing in a newspaper once a week, for two successive weeks (with at least five days between publication dates).
- The City Council will adopt the 2020 Urban Water Management Plan and the WSCP.
- As part of submitting the 2020 Urban Water Management Plan to DWR, the City will also submit the WSCP (electronically through DWR's online submittal tool) within 30 days of adoption and by July 1, 2021. The City will submit a copy of the WSCP to the California State Library and to any city or county in which water is provided within 30 days of adoption. In addition, the City will make the WSCP available for public review within 30 days of adoption.

If there are any subsequent amendments required, the process for adopting an amended WSCP includes the following:

- The City will conduct a public hearing and make the amended WSCP available for public inspection.
- The City Council will adopt the amended WSCP.
- The City will submit the amended WSCP to DWR (electronically through DWR's online submittal tool) within 30 days of adoption

Additional information regarding the adoption, submittal, and availability of the City's WSCP (and 2020 Urban Water Management Plan) is provided in Chapter 10.



CHAPTER 9

DEMAND MANAGEMENT MEASURES

LAY DESCRIPTION – CHAPTER 9

DEMAND MANAGEMENT MEASURES

Chapter 9 (Demand Management Measures) of the City’s 2020 Plan discusses and provides the following:

- The City has implemented “Demand Management Measures” to reduce its water demands and achieve its water use targets (discussed in Chapter 5)
- The City’s Demand Management Measures include adoption of an ordinance to prevent water waste.
- The City’s Demand Management Measures include metering of all customer connections, including separate metering for single-family residential, commercial, large landscape and institutional/governmental facilities.
- The City’s Demand Management Measures include conservation pricing. The City’s current water rate structure is tiered to promote water conservation by customers.
- The City’s Demand Management Measures include public education and outreach programs regarding water conservation.
- The City’s Demand Management Measures include various actions to assess and manage water distribution system losses.
- Additional Demand Management Measures including water survey programs are discussed.



- A summary of the Demand Management Measures the City has implemented over the past five (5) years is provided. The City met the 2020 Water Use Target (discussed in Chapter 5) through the implementation of these Demand Management Measures.

9.1 DEMAND MANAGEMENT MEASURES FOR WHOLESALE SUPPLIERS

CWC 10631.

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(ii) Metering.

(iv) Public education and outreach.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

The City is not a wholesale agency and is not required by DWR to complete Section 9.1.



9.2 EXISTING DEMAND MANAGEMENT MEASURES FOR RETAIL SUPPLIERS

CWC 10631.

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

9.2.1 WATER WASTE PREVENTION ORDINANCES

Waste is defined as any excessive, unnecessary, or unwarranted use of water, including but not limited to any use which causes unnecessary runoff beyond the boundaries of any property as served by its meter and any failure to repair as soon as reasonably possible any leak or rupture in any water pipes, faucets, valves, plumbing fixtures or other water service appliances. In May 2014, the City adopted ordinance No. 2268, to establish water conservation measures, staged water supply shortage reduction actions, and to prevent any water use practices the City deems as “wasteful” (See Appendix K). Under Ordinance



No. 2268, the following are water use efficiency requirements that are effective at all times to the City's customers:

- Spray irrigation shall be scheduled between 5:00 p.m. and 9:00 a.m.
- Spray irrigation of lawn, landscape or other vegetated area during periods of rain is prohibited.
- No restaurant or other public place where food is sold, served or offered for sale shall serve drinking water to any customer unless requested by the customer.
- Food preparation establishments, such as restaurants, cafes and cafeterias, are prohibited from using non-water conserving dish washing spray valves.
- No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, or other similar aesthetic structures unless the structure uses a recirculating water system.
- Washing hard or paved surfaces is prohibited except as follows:
 - Necessary to alleviate safety or sanitary hazards and use of hand-held bucket or container or hose with shut-off nozzle
 - When using a low volume high pressure cleaning machine equipped with recycled water or low volume, high pressure water broom
- It shall be unlawful for any reason to allow water to run so as to have water mitigate onto sidewalk, driveway, street, alley, gutter or ditch.
- It shall be unlawful for anyone to wash any vehicle, trailer, or boat by allowing any hose to run continuously.
- Repair all leaks no more than seven days after receiving notice from the City.
- Installation of non-recirculating equipment in Commercial Car Wash and Laundry Systems is prohibited.
- Installation of single pass cooling systems is prohibited in buildings requesting new service.



9.2.2 METERING

CWC 526.

(a) Notwithstanding any other provision of law, an urban water supplier that, on or after January 1, 2004, receives water from the federal Central Valley Project under a water service contract or subcontract... shall do both of the following:

(1) On or before January 1, 2013, install water meters on all service connections to residential and nonagricultural commercial buildings... located within its service area.

CWC 527.

(a) An urban water supplier that is not subject to Section 526 shall do both of the following:

(1) Install water meters on all municipal and industrial service connections located within its service area on or before January 1, 2025.

The City meters all customer connections, including separate metering for single-family residential, commercial, large landscape and institutional/governmental facilities. Furthermore, if there is new development within the City, each facility is individually metered. Service charges for the city are based on the customers' meter size. Further information regarding the City's service fees and conservation pricing is provided in Section 9.2.3.

9.2.3 CONSERVATION PRICING

The City implements a three-tiered water rate structure which varies between meter size and promotes water conservation (See Appendix O). The water rates have been developed to fund the cost of water and are related to the overall cost of water service. The number of units allocated under each tier is based on the customers' meter size. For example, for a meter size of $\frac{3}{4}$ -inch, the number of units allocated under Tier 1 is 0 to 15 units of water, Tier 2 is 16 to 30 units of water, and Tier 3 is over 30 units of water. The tiered water rate structure also includes a water efficiency fee based on water consumption and is used to promote conservation and infrastructure improvements.



9.2.4 PUBLIC EDUCATION AND OUTREACH

The City participates in public education and outreach by posting internet website links on water conservation programs that offer incentives and rebates for high-efficiency appliances on the City's website. The City also participates in public education and outreach using campaigns and banners. Information pamphlets and brochures containing valuable water conservation tips are available at City Hall and are enclosed periodically in water bills. The City promotes efficient water use at its annual Clean air and Green Living car show and exposition.

Public education and outreach programs are also available to the City's customers through Upper District. Upper District promotes water conservation through its many public education programs. Upper District offers conservation brochures and posters, activity booklets, public outreach displays, oral presentations, and workshops to inform the public of conservation efforts. Upper District hosts an annual water awareness festival (Water Fest) to raise public awareness about water conservation, water quality, and other water-related issues. Additional information regarding Upper District's public education and outreach programs can be found on Upper District's website and Upper District's 2020 Plan, which is incorporated by reference.

9.2.5 PROGRAMS TO ASSESS AND MANAGE DISTRIBUTION SYSTEM REAL LOSS

The City's system is comprised mainly of single and multi-family dwellings. The City distributes water conservation literature that alerts customers to be on the lookout for water system leaks and to correct them promptly. The City is available to assist customers in answering questions regarding system leaks or higher than expected water usage.



As a part of normal operation and maintenance of the water system, City staff does preventive maintenance. This includes regular checks on valves and meters, and pipeline maintenance. If leaks are encountered or suspected during routine inspection of the system, further evaluation is conducted. If leaks are found, they are repaired.

The City monitors the water system for loss by comparing water production to water sales. The City will continue to monitor the water system for water loss, and if a trend develops to indicate that further analyses are required, the City will provide the necessary funds to institute another leak detection program.

9.2.6 WATER CONSERVATION PROGRAM COORDINATION AND STAFFING SUPPORT

The City funded a Water Conservation Coordinator position with a portion of the adopted tiered water rate structure. The City employs a full-time Water Conservation & Sustainability Analyst to perform the function of a water conservation coordinator to implement water conservation efforts by creating an outreach material on water conservation (rebates available and conservation tips). The Water Conservation & Sustainability Analyst coordinates outreach events; attends meetings on conservation actions; tracks and analyzes data; makes recommendations to council on water conservation actions; processes internal rebates; develops the City's Model Water Efficient Landscape Ordinance, parkway ordinance, native tree list, and water conservation ordinance; oversees finances of water conservation fund; and conducts water, landscape, and toilet installation audits.

Customers of the City can participate in conservation programs promoted by Upper District's water conservation coordinator. Upper District's water conservation coordinator position was created in 1992 as a full-time position with the responsibility to promote and advise on water conservation programs. The water conservation coordinator does research on water management practices and advises Upper District Board Members and



its member agencies, including the City, on water conservation matters. More information about Upper District's water conservation coordinator can be found in its 2020 Plan, which is incorporated by reference.

9.2.7 OTHER DEMAND MANAGEMENT MEASURES

Residential Water Survey Programs

Residential water surveys are conducted by the Water Conservation & Sustainability Analyst upon request by residents. The City also has a computerized billing system to monitor water consumption data, and if there are unusual variations in consumption, the City is alerted. The City's billing system flags unusual consumption which alerts the City of inordinate water use. If the City is alerted of an inordinate water use, a follow-up survey will be scheduled to check for water leaks at the residence. In addition, the water bills sent to each customer contains consumption information for the "same time last year." Inclusion of this information has been helpful to customers by alerting them to unusually high consumption.

9.3 REPORTING IMPLEMENTATION

9.3.1 IMPLEMENTATION OVER THE PAST FIVE YEARS

CWC 10631.

(e) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) (A) ...a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years.



The City is committed to implementing water conservation programs and works collaboratively with Upper District to provide water conservation programs for its residents. As a sub-agency of Upper District, the City's residents have the benefit of participating in Upper District's conservation efforts. The highlights of DMM implementation over the past five years are described below.

As discussed in Section 9.2.1, in May 2014, the City adopted Ordinance No. 2268 which includes the Water Conservation and Supply Shortage Plans and enforcement, as well as water use efficiency requirements and measures. City Ordinance No. 2268, as described in Section 9.2.1, was in effect from FY 2015-16 through FY 2019-20.

As discussed in Section 9.2.2, the City metered all customer connections, including separate metering for single-family residential, commercial, large landscape and institutional/governmental facilities during the past five years. Furthermore, if there was new development within the City, each facility was individually metered. Service charges for the City are based on the customers' meter size.

As discussed in Section 9.2.3, the City implements a three-tiered rate structure which varies between meter size and promotes water conservation. The number of units allocated under each tier is based upon the customers' meter size. For example, for a meter size of $\frac{3}{4}$ -inch, the number of units allocated under Tier 1 is 0 to 15 units of water, Tier 2 is 16 to 30 units of water, and Tier 3 is over 30 units of water. The City's tiered-water rate structure also includes a water efficiency fee based on water consumption and is used to promote water conservation and infrastructure improvements.

As discussed in Section 9.2.4, the City participated in public education and outreach using different avenues to reach its customers. Over the past five years, the City has provided its customers with information regarding water conservation programs that offer incentives and rebates for high-efficiency appliances through postings on its website. The City also participated in public education and outreach through the use of campaigns and



banners, as well as information pamphlets and brochures, containing valuable water conservation tips. These information pamphlets and brochures are enclosed periodically in customers' water bills and are also available at City Hall.

Additionally, other public education and outreach programs are available to the City's customers through Upper District. Over the past five years, Upper District promoted water conservation through its many public education programs. Upper District offers conservation brochures and posters, activity booklets, public outreach displays, oral presentations, and workshops to inform the public of its conservation efforts. Upper District hosted its annual Water Fest to raise public awareness about water conservation, water quality, and other water-related issues. Additional information regarding Upper District's public education and outreach programs can be found on Upper District's website and Upper District's 2020 Plan, which is incorporated by reference.

As discussed in Section 9.2.5, the City distributed water conservation literature that alerted customers to be on the lookout for water system leaks and to correct them promptly. Over the past five years, the City has assisted customers in answering questions regarding system leaks or higher than expected water usage.

As a part of normal operation and maintenance of the water system, City staff performed preventive maintenance. This included regular checks on valves and meters, and pipeline maintenance. The City monitored the water system for losses by comparing water production to water sales.

As described in Section 9.2.6, the City employed a full-time Water Conservation & Sustainability Analyst to perform the function of a water conservation coordinator to implement water conservation efforts by creating outreach material regarding water conservation (e.g., rebates available and conservation tips) from FY 2015-16 through FY 2019-20. The Water Conservation & Sustainability Analyst coordinates outreach events; attends meetings on conservation actions; tracks and analyses data; makes



recommendations to council on water conservation actions; processes internal rebates; develops various City Ordinances and native tree list; oversees finances of water conservation fund; and conducts water, landscape, and toilet installation audits.

As discussed in Section 9.2.7, the City's Water Conservation & Sustainability Analyst conducts residential water surveys upon request. The City also utilized a computerized billing system to monitor water consumption data. If there are any unusual variations in consumption, the billing system will alert the City of the inordinate use. Upon being alerted of the inordinate use, a follow-up survey is scheduled to check for water leaks at the residence. In addition, water bills sent to each customer contained consumption information for the "same time last year". From FY 2015-16 through FY 2019-20, the City conducted these residential water surveys and provided consumption information to its customers.



9.3.2 IMPLEMENTATION TO ACHIEVE WATER USE TARGETS

CWC 10631.

(e)(1)(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

The Demand Management Measures implemented by the City are discussed in Section 9.2. Descriptions regarding the nature and extent of these Demand Management Measures implemented by the City over the past five years are discussed in Section 9.3. The City will continue to implement these Demand Management Measures and other water conservation programs and work collaboratively with Upper District to provide water conservation programs for its residents.

As discussed in Section 5.5, the City's per-capita water use during FY 2019-20 was 124 GPCD. The City's confirmed 2020 Water Use Target is 150 GPCD. The City's per-capita water use during FY 2019-20 meets the 2020 Water Use Target and is in compliance. The City met the 2020 Water Use Target through the implementation of the Demand Management Measures discussed in Section 9.2. Continued implementation of these Demand Management Measures will assist the City in meeting water use targets and objectives.



9.4 WATER USE OBJECTIVES (FUTURE REQUIREMENTS)

The City is currently working with DWR to develop Water Use Objectives pursuant to AB 1668 and SB 606. Beginning in 2024, water agencies, including the City, are required to begin reporting compliance of their Water Use Objectives consisting of indoor residential water use, outdoor residential water use, commercial, industrial and institutional, irrigation with dedicated meters, water loss, and other unique local uses. The City plans to meet its Water Use Objectives through continued implementation of the Demand Management Measures discussed in Section 9.2.



CHAPTER 10

PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

LAY DESCRIPTION – CHAPTER 10

PLAN ADOPTION, SUBMITTAL, AND IMPLEMENTATION

Chapter 10 (Plan Adoption, Submittal, and Implementation) of the City's 2020 Plan discusses and provides the following:

- The steps the City has performed to adopt and submit its 2020 Plan are detailed.
- The steps the City has performed to adopt and submit its Water Shortage Contingency Plan are detailed.
- The City coordinated the preparation of its 2020 Plan with the Main San Gabriel Basin Watermaster, California American Water Company, Pasadena Water & Power, San Gabriel River Watermaster, and Upper San Gabriel Valley Water District. The City notified these agencies at least sixty (60) days prior to the public hearing of the preparation of the 2020 Plan and invited these agencies to participate in the development of the 2020 Plan.
- The City provided a notice of the public hearing to the same agencies regarding the time, date, and place of the public hearing.
- The City published a newspaper notification of the public hearing, once a week for two successive weeks
- The City conducted a public hearing to discuss and adopt the City's 2020 Plan and Water Shortage Contingency Plan.



- Within 30 days of adoption, the City submitted the 2020 Plan and Water Shortage Contingency Plan to the California Department of Water Resources.
- Within 30 days of adoption, the City submitted all data tables associated with the 2020 Plan to the California Department of Water Resources.
- Within 30 days of adoption, the City submitted a copy of the 2020 Plan to the State of California Library.
- Within 30 days of adoption, the City submitted a copy of the 2020 Plan (and Water Shortage Contingency Plan) to the County of Los Angeles Registrar / Records office and the City Clerk's Office.
- Within 30 days after submittal of the 2020 Plan to the California Department of Water Resources, the City made the 2020 Plan (including the Water Shortage Contingency Plan) available at the City Clerk's Office and on the City's website.
- The steps the City will perform to amend the 2020 Plan and/or the Water Shortage Contingency Plan, if necessary, are provided.

10.1 INCLUSION OF ALL 2020 DATA

The data provided in the City's 2020 Plan and the Water Shortage Contingency Plan is provided on a FY basis through June 30, 2020 (as discussed in Section 2.5).



10.2 NOTICE OF PUBLIC HEARING

10.2.1 NOTICE TO CITIES AND COUNTIES

CWC 10621.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

CWC 10642.

...The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area...

The City's public hearing notification process for its 2020 Plan and Water Shortage Contingency Plan is discussed below.

10.2.1.1 60 DAY NOTIFICATION

As discussed in Section 2.6.2., the City coordinated the preparation of the 2020 Plan with the Main Basin Watermaster, California American Water Company, Pasadena Water & Power, San Gabriel River Watermaster and Upper District. The City notified these agencies, as well as the city and county within which the City provides water supplies, at least sixty (60) days prior to the public hearing of the preparation of the 2020 Plan and invited them to participate in the development of the Plan. A copy of the notification letters sent to these agencies is provided in Appendix D.



10.2.1.2 NOTICE OF PUBLIC HEARING

The City provided a notice of the public hearing to the County of Los Angeles, the Main Basin Watermaster, California American Water Company, Pasadena Water & Power, San Gabriel River Watermaster, and Upper District. The notice includes the time and place of the public hearing. To ensure that the draft 2020 Plan and the draft Water Shortage Contingency Plan were available for review, the City placed a copy of the draft 2020 Plan and the draft Water Shortage Contingency Plan at the City Clerk's Office located at City Hall and made a copy available for review on its website. Copies of the notice of the public hearing are provided in Appendix D.

10.2.1.3 SUBMITTAL TABLES

Table 10-1 summarizes the agencies which were provided notifications by the City.



Table 10-1 Notification to Cities and Counties

Submittal Table 10-1 Retail: Notification to Cities and Counties		
City Name	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
South Pasadena	Yes	Yes
County Name <i>Drop Down List</i>	60 Day Notice	Notice of Public Hearing
<i>Add additional rows as needed</i>		
Los Angeles County	Yes	Yes
NOTES:		

10.2.2 NOTICE TO THE PUBLIC

CWC 10642.

...Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies.



Government Code 6066.

Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient. The period of notice commences upon the first day of publication and terminates at the end of the fourteenth day, including therein the first day.

The City encouraged the active involvement of the population within its service area prior to and during the preparation of the Plan. Pursuant to Section 6066 of the Government Code, the City published a notice of public hearing in the newspaper during the weeks of September 22, 2021 and September 29. A notice of public hearing was also provided to the City Clerk's office and was posted throughout the City of South Pasadena and on the City's website. A copy of the published notice is provided in Appendix D. To ensure the draft 2020 Plan and the draft Water Shortage Contingency Plan were available for review, the City placed a copy at the City Clerk's Office located at City Hall and made a copy available for review on its website.

10.3 PUBLIC HEARING AND ADOPTION

CWC 10642.

...Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon.

CWC 10608.26.

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.



10.3.1 PUBLIC HEARING

Prior to adopting the draft 2020 Plan and the draft Water Shortage Contingency Plan, the City held a public hearing on October 6, 2021 which included input from the community regarding the City's draft 2020 Plan and the draft Water Shortage Contingency Plan. As part of the public hearing, the City adopted a method to determine of its water use targets through selection of Target Method 1 (see Section 5.2.1 and Appendix G). In addition, the City considered the economic impacts of meeting these water use targets; including measures described in Section 8.8.

10.3.2 ADOPTION

[CWC 10642.](#)

... After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

Following the public hearing, the City adopted both the draft 2020 Plan and the draft Water Shortage Contingency Plan (included in Chapter 8). A copy of the resolution adopting the 2020 Plan and the Water Shortage Contingency Plan is provided in Appendix P.



10.4 PLAN SUBMITTAL

CWC 10621.

(e) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.

CWC 10644.

(a) (1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption.

CWC 10635.

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

The City's submittal process for its 2020 Plan and the Water Shortage Contingency Plan is discussed below.

10.4.1 SUBMITTING A UWMP AND WATER SHORTAGE CONTINGENCY PLAN TO DWR

The City Council adopted the 2020 Plan on October 6, 2021 and within 30 days of adoption, the City submitted the adopted 2020 Plan (including the Water Shortage Contingency Plan) to DWR. The 2020 Plan and Water Shortage Contingency Plan were submitted through DWR's "Water Use Efficiency (WUE) Data Portal" website.

DWR developed a checklist which was used by the City to assist DWR with its determination that the City's 2020 Plan has addressed the requirements of the California Water Code. The City has completed the DWR checklist by indicating where the required CWC elements can be found within the City's 2020 Plan (See Appendix C).



10.4.2 ELECTRONIC DATA SUBMITTAL

CWC 10644.

(a)(2) The plan, or amendments to the plan, submitted to the department ...shall be submitted electronically and shall include any standardized forms, tables, or displays specified by the department.

Within 30 days of adoption of the 2020 Plan, the City submitted all data tables associated with the 2020 Plan through DWR's "Water Use Efficiency Data Portal" website.

10.4.3 SUBMITTING A UWMP TO THE CALIFORNIA STATE LIBRARY

Within 30 days of adoption of the 2020 Plan by the City Council, a copy (CD or hardcopy) of the 2020 Plan was submitted to the State of California Library. A copy of the letter to the State Library will be maintained in the City's file. The 2020 Plan will be mailed to the following address if sent by regular mail:

California State Library
Government Publications Section
Attention: Coordinator, Urban Water Management Plans
P.O. Box 942837
Sacramento, CA 94237-0001

The 2020 Plan will be mailed to the following address if sent by courier or overnight carrier:



California State Library
Government Publications Section
Attention: Coordinator, Urban Water Management Plans
900 N Street
Sacramento, CA 95814

10.4.4 SUBMITTING A UWMP TO CITIES AND COUNTIES

Within 30 days of adoption of the 2020 Plan (including the Water Shortage Contingency Plan) by the City Council, a copy of the 2020 Plan was submitted to the County of Los Angeles Registrar / Records office and the City Clerk's Office. A copy of the letter to the County of Los Angeles will be maintained in the City's file.

10.5 PUBLIC AVAILABILITY

CWC 10645.

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Within 30 days after submittal of the 2020 Plan to DWR, the City made the 2020 Plan (including the Water Shortage Contingency Plan) available at the City Clerk's Office located at City Hall during normal business hours and on the City's website.



10.6 NOTIFICATION TO PUBLIC UTILITIES COMMISSION

CWC 10621.

(c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.

The City is not regulated by the California Public Utilities Commission.

10.7 AMENDING AN ADOPTED UWMP OR WATER SHORTAGE CONTINGENCY PLAN

CWC 10621.

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

CWC 10644.

(a)(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

The City's amendment process for its 2020 Plan is discussed below.

10.7.1 AMENDING A UWMP

If the City amends the adopted 2020 Plan, the amended Plan will undergo adoption by the City's governing board. Within 30 days of adoption, the amended Plan will then be submitted to DWR, the State of California Library, the County of Los Angeles Registrar / Recorders office, and the City Clerk's Office.



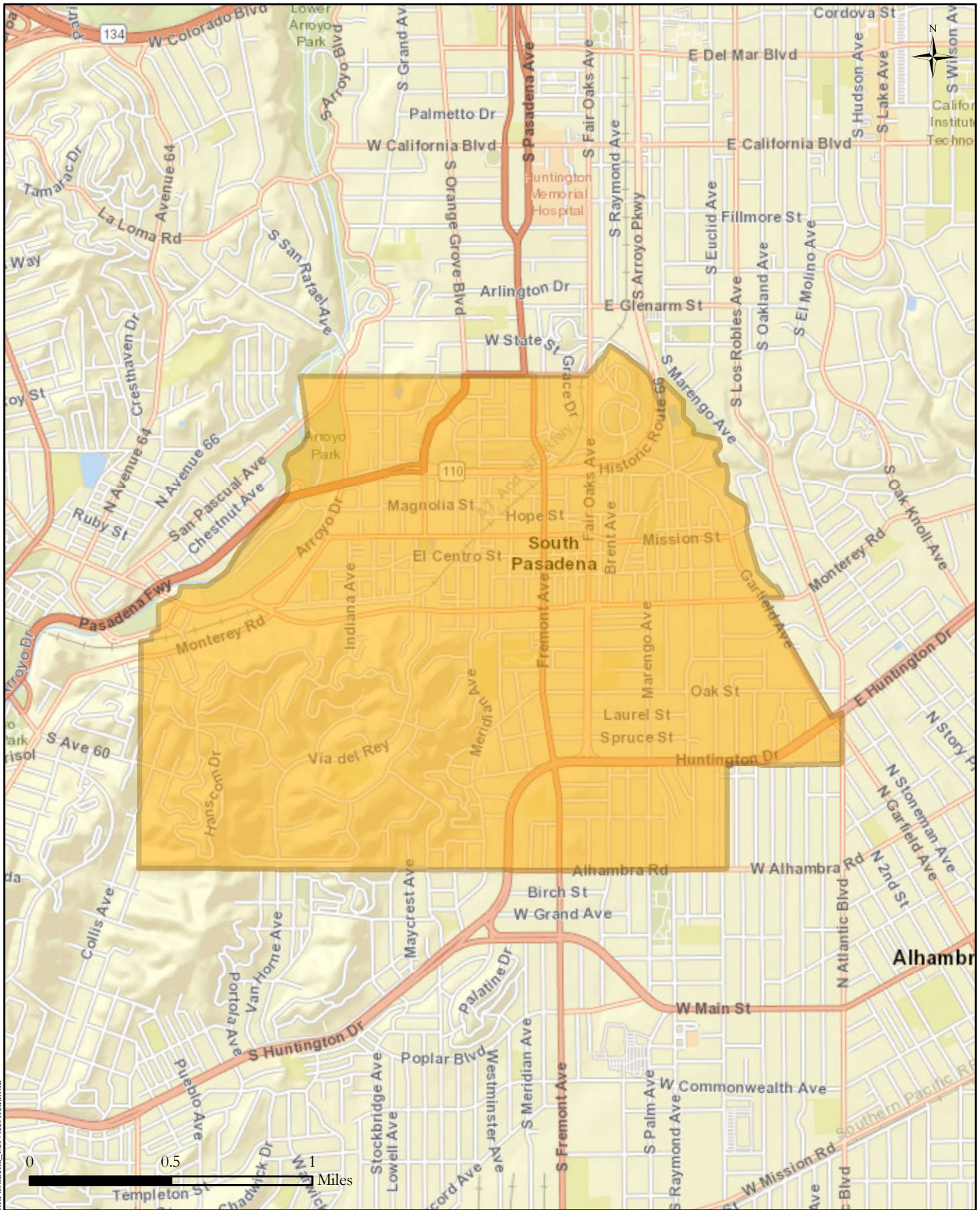
10.7.2 AMENDING A WATER SHORTAGE CONTINGENCY PLAN

CWC 10644.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

If the City amends the adopted 2020 Plan (including the Water Shortage Contingency Plan), the amended Plan (and Water Shortage Contingency Plan) will undergo adoption by the City's governing board. Within 30 days of adoption, the amended Plan (and Water Shortage Contingency Plan) will then be submitted to DWR, the State of California Library, the County of Los Angeles Registrar / Records office, and the City Clerk's Office.

FIGURE 1

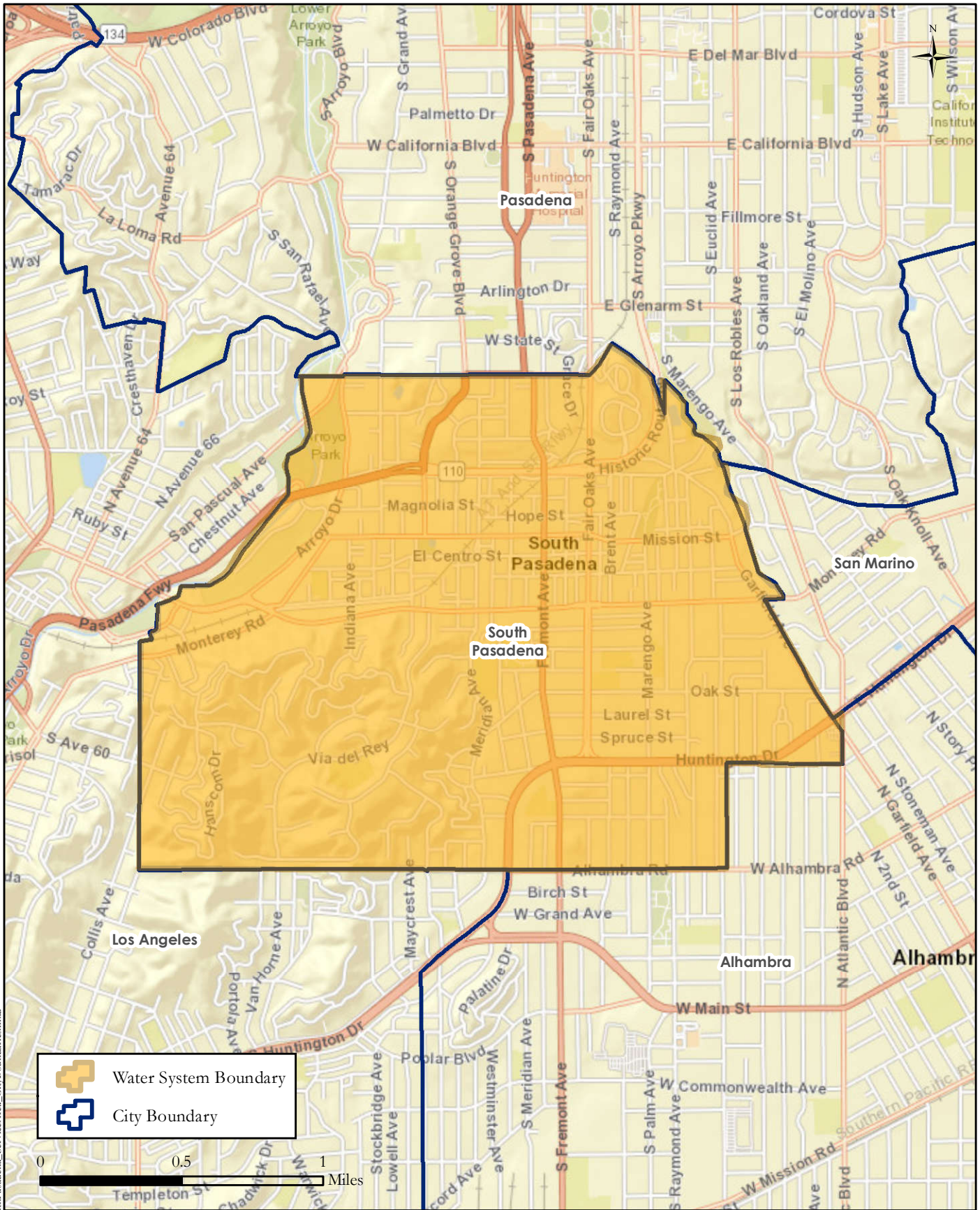




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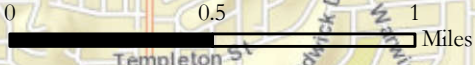


**CITY OF SOUTH PASADENA
WATER SERVICE AREA**

FIGURE 2

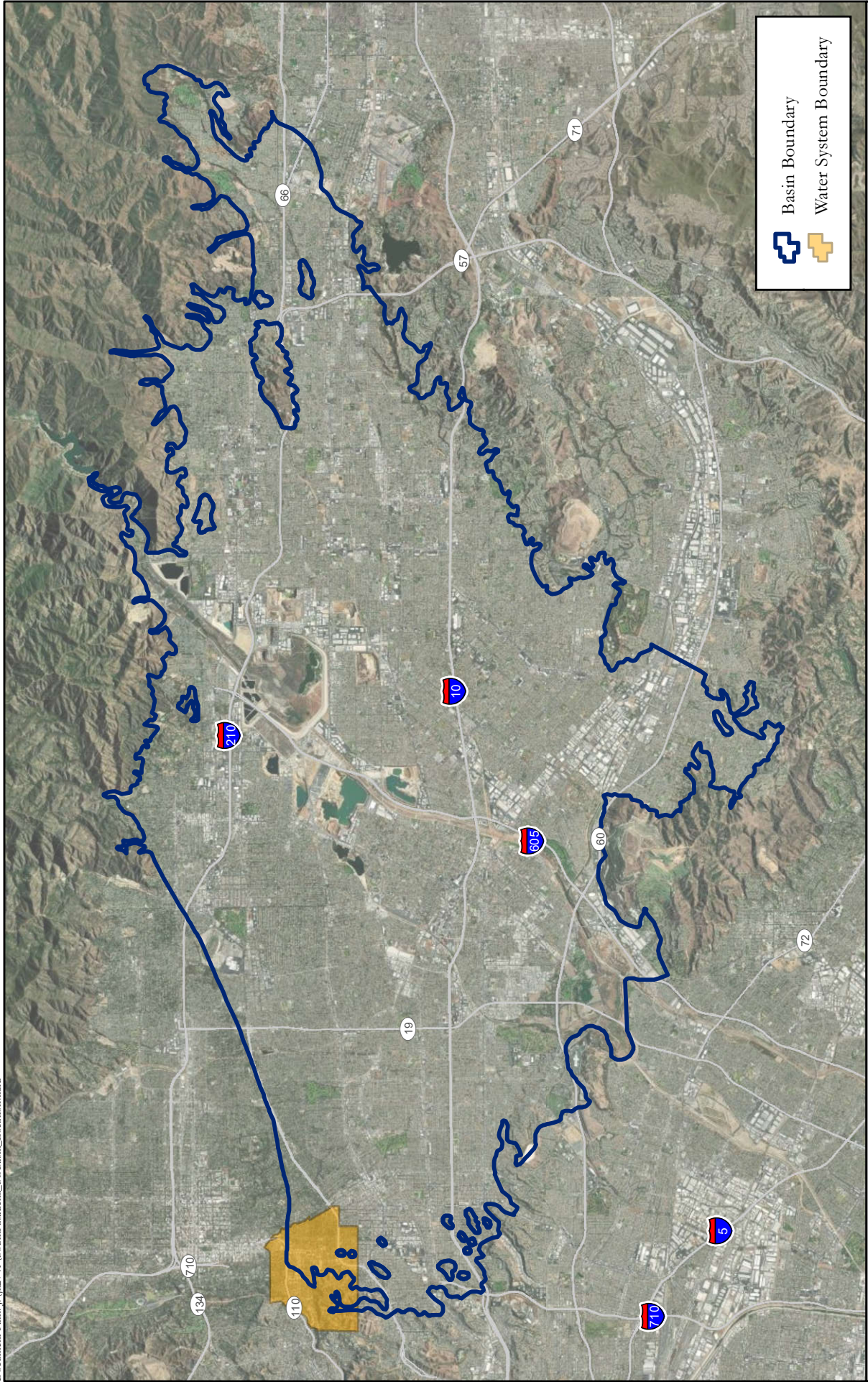


	Water System Boundary
	City Boundary



**CITY OF SOUTH PASADENA
WATER SERVICE AREA
AND CITY BOUNDARIES**

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CITY OF SOUTH PASADENA
MAIN SAN GABRIEL BASIN LOCATION



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ADOPTION OF 2020 URBAN WATER MANAGEMENT PLAN

- CA State Water Code requires every urban water supplier must prepare and adopt an UWMP and Water Shortage Contingency Plan (WSCP).
- The plan is required every five years.
- An urban water provider serves more than 3,000 customers, or supplies more than 3,000 acre-feet of water per year.
- The UWMP & WSCP evaluates City's water conservation efforts.
- This UWMP is a supplement to the Upper San Gabriel Valley Municipal Water District's UWMP for the region.



Public Participation

- The final draft of the UWMP and WSCP was made available for public review on the City's website.
- The Natural Resources and Environmental Commission reviewed the plan and provided comments on August 24, 2021.
- Public Hearing legal notices were published in the South Pasadena Review on October 8, 2021 and October 15, 2021.



Findings

- City's total water demands over the past 10 years have ranged from 3,317 acre-feet per year (AFY) to 4,572 AFY, with an average of 3,950 AFY (about 1.3 Billion gallons per year).
- City's projected water demands are expected to increase over the next 25 years (this incorporates water savings and conservation).



Findings

- The City's water demands were projected considering recent water demands and the total population projections based on land use trends within the City.

Submittal Table 4-2 Retail: Use for Potable and Non-Potable Water - Projected					
Use Type	Projected Water Use				
	2025	2030	2035	2040	2045
Single Family	2,192	2,210	2,229	2,246	2,262
Multi-Family	1,166	1,175	1,184	1,193	1,203
Commercial	529	533	537	541	546
Institutional/Governmental	100	101	101	102	103
Landscape	5	5	5	5	5
Losses	167	168	169	171	172
Other	8	8	8	8	8
TOTAL	4,167	4,200	4,233	4,266	4,299

15-237



Findings

- Based on the water supply analysis, the City will be able to provide sufficient water supplies to meet the projected water demands of its customers, including during a five consecutive year drought period.