

## CITY OF SOUTH PASADENA CITY COUNCIL

#### AGENDA

## REGULAR MEETING CLOSED SESSION

WEDNESDAY, FEBRUARY 16, 2022 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**

The South Pasadena Special City Council Meeting Closed Session for <u>February 16, 2022</u> will be conducted virtually in the City Manager's Conference Room, Second Floor, City Hall, 1414 Mission Street, South Pasadena. Pursuant to, Government Code section 54953, subdivision (e)(3), the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

Please be advised that to ensure the health and safety of the public, staff, and City Council, the meeting will be held virtually.

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.

The Meeting will be available

Via Zoom:

https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemIoTms0RTIVUT09

ID: 226 442 7248

Public Comments participation may be made as follows:

- Written Comment submitted by no later than meeting day, 12:00 PM, deadline via the website.
- Via Zoom by raising hand function.

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, <a href="https://zoom.us/join">https://zoom.us/join</a> and enter the Zoom Meeting information; or
- 2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/i/2264427248?pwd=aEFuSGszQ2I5WiJkemloTms0RTIVUT09 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: <a href="https://zoom.us/u/aiXV0TAW2">https://zoom.us/u/aiXV0TAW2</a>

South Pasadena City Council

February 16, 2022

CALL TO ORDER: Mayor Michael Cacciotti

ROLL CALL: Mayor Michael Cacciotti

Mayor Pro Tem Jon Primuth
Councilmember Jack Donovan
Councilmember Diana Mahmud
Councilmember Evelyn G. Zneimer

#### **PUBLIC COMMENT**

Public comment regarding items on the Closed Session agenda will be taken at the beginning of the meeting. 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.

#### **CLOSED SESSION AGENDA ITEMS**

## A. <u>CONFERENCE WITH LEGAL COUNSEL</u>- EXISTING LITIGATION (Government Code Section 54956.9(d)(1)):

- 1. Noreen Lim, et al. v. City of South Pasadena (LASC Case No. BC707395)
- 2. Alison 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 February 16, 2022, 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 February 10,2022 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, FEBRUARY 16, 2022 AT 7:00 P.M.

## CITY COUNCIL CHAMBERS 1424 MISSION STREET, SOUTH PASADENA, CA 91030 VIA ZOOM TELECONFERENCE

#### 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 <u>February 16, 2022</u> will be conducted virtually 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 not be open to the public for the meeting and members of the public may attend and/or participate by the following means:

The Meeting will be available

- Live Broadcast via the website <a href="http://www.spectrumstream.com/streaming/south\_pasadena/live.cfm">http://www.spectrumstream.com/streaming/south\_pasadena/live.cfm</a>
- 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 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/i/82599992830or
- 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 Michael Cacciotti

ROLL CALL: Mayor Michael Cacciotti

Mayor Pro Tem
Councilmember

PLEDGE OF ALLEGIANCE: Councilmember Diana Mahmud

City of South Pasadena

#### **CLOSED SESSION ANNOUNCEMENTS**

#### 1. CLOSED SESSION ANNOUNCEMENTS

#### **PUBLIC COMMENT GUIDELINES**

The City Council welcomes public input. Members of the public can comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item, you may participate by <u>one</u> of the following options:

#### Option 1:

Public Comment speakers have three minutes to address the Council, however, the Mayor and City Council can adjust time allotted as needed. 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 three minutes per item.

#### Option 2:

Email public comment(s) to <a href="mailto:ccpubliccomment@southpasadenaca.gov">ccpubliccomment@southpasadenaca.gov</a>.

Public Comments received in writing <u>will not be read aloud at the meeting</u>, 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.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment(s) to less than three minutes.

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 (NON-AGENDA ITEMS)

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers in the remaining in the queue, they will be heard at the end of the meeting.

#### **PRESENTATIONS**

#### 3. PET ADOPTION

#### COMMUNICATIONS

#### 4. COUNCILMEMBER COMMUNICATIONS

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

#### 5. <u>CITY MANAGER COMMUNICATIONS</u>

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#### 6. 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.

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$63,206.25; GENERAL CITY WARRANTS IN THE AMOUNT OF \$446,016.20; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$132,496.67; VOIDS IN THE AMOUNT OF (\$3,330.00); TRANSFERS IN THE AMOUNT OF \$5,031,428.03: PAYROLL IN THE AMOUNT OF \$726,424.01

#### Recommendation

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

8. AWARD OF CONTRACT TO STUDIO SPECTRUM, INC., FOR VIDEO PRODUCTION, WEB STREAMING AND ARCHIVING SERVICES IN AN AMOUNT NOT TO EXCEED \$53,880 ANNUALLY

#### Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Studio Spectrum, Inc. (Studio Spectrum), to provide video production, web streaming and archiving services through June 30, 2024.

9. CONFIRMATION OF AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER ARMINÉ CHAPARYAN

#### Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended employment agreement.

10. ADOPTION OF A RESOLUTION AUTHORIZING SUBMITTAL OF THE CALRECYCLE SB 1383 LOCAL ASSISTANCE PROGRAM APPLICATION

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF AN APPLICATION FOR THE SB1383 LOCAL ASSISTANCE GRANT PROGRAM

#### Recommendation

It is recommended that the City Council:

- Adopt a resolution authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) SB1383 Local Assistance Grant Program; and
- 2. Authorize the City Manager to execute all documents required to obtain the grant.

## 11. ADOPTION OF A RESOLUTION AUTHORIZING SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS

#### **RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS

#### Recommendation

It is recommended that the City Council adopt a resolution authorizing the submittal of a "Notification of Intent to Comply" to the State of California Departments of Resources Recycling and Recovery's (CalRecycle) for compliance with SB1383 regulations.

12. APPROVE UPGRADE OF CLEAN POWER ALLIANCE'S DEFAULT ENERGY OPTION TO ONE HUNDRED PERCENT "GREEN" RENEWABLE ENERGY FOR THE CITY'S COMMERCIAL CUSTOMERS

#### Recommendation

It is recommended that the City Council approve an upgrade of Clean Power Alliance's default energy option for the City's commercial accounts from the fifty percent "Clean" renewable energy option to the one hundred percent "Green" renewable energy option.

#### **PUBLIC HEARING**

13. PUBLIC HEARING TO RECEIVE OBJECTIONS OR PROTESTS TO THE VEGETATION MANAGEMENT PROGRAM REGARDING THE ABATEMENT OF WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY AND AUTHORIZING BY MINUTE ORDER THE ABATEMENT OF HAZARDOUS VEGETATION

#### Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7748, adopt by motion an order directing the abatement of hazardous vegetation.

#### **ACTION / DISCUSSION**

14. DISCRETIONARY FUND REQUEST FROM MAYOR CACCIOTTI IN THE AMOUNT OF \$1,000 AND COUNCILMEMBER ZNEIMER IN THE AMOUNT OF \$500 TO ASSIST WITH THE COST OF THE FIREWORKS SHOW FOR THE FESTIVAL OF BALLOONS EVENT

#### Recommendation

It is recommended that the City Council approve the Discretionary Fund request by Mayor Cacciotti designating \$1,000 and Councilmember Zneimer designating \$500 to assist with the cost of the fireworks show for the Festival of Balloons event.

#### 15. DISCUSSION OF THE ELECTED CITY TREASURER POSITION

#### Recommendation

It is recommended that the City Council discuss the position of the elected City Treasurer and provide direction to staff.

#### 16. MID-YEAR REPORT

#### Recommendation

It is recommended that the City Council

- 1. Increase Estimated Revenues by \$758,002 as detailed in Exhibit A;
- 2. Increase General Fund appropriations by \$740,000 as detailed Exhibit A;
- 3. Increase Special Fund appropriations for Operations and Maintenance by \$250,000 as detailed in Exhibit B; and
- 4. Increase Capital Improvement Program (CIP) appropriations by \$250,000 as detailed in Exhibit B.

#### 17. REVIEW OF PUBLIC ART PROJECTS AND EXHIBITS

#### Recommendation

It is recommended that the City Council:

- 1. Review the public art proposals received to utilize the repurposed Civic Center Art Gallery funds: and
- Direct staff to develop a Public Art Policy to govern the development of both Citycommissioned and unsolicited public art in public spaces prior to the implementation of any new public art projects.

Based on the variety of proposals received and locations proposed, staff is recommending that a Public Art Policy be developed by staff and approved by the City Council prior to the award of any public art projects.

#### INFORMATION REPORTS

#### 18. PUBLIC SAFETY BIENNIAL REPORTS

Presentations of the South Pasadena Police Department (SPPD) and South Pasadena Fire Department (SPFD) Biennial Reports.

#### **PUBLIC COMMENT - CONTINUED**

#### 19. CONTINUED PUBLIC COMMENT – GENERAL

This time is reserved for speakers in the public comment queue not heard during the first 30 minutes of Item 2. No new speakers will be accepted at this time.

#### **ADJOURNMENT**

#### FOR YOUR INFORMATION

#### **FUTURE CITY COUNCIL MEETINGS**

February 23, 2022	Special City Council Meeting Council Chamber	6:00 p.m.
March 02, 2022	Regular City Council Meeting Council Chamber	7:00 p.m.
March 16, 2022	Regular City Council Meeting Council Chamber	7:00 p.m.

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

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City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website: www.southpasadenaca.gov/CityCouncilMeetings2022

Regular meetings are live streamed via the internet at: <a href="http://www.spectrumstream.com/streaming/south-">http://www.spectrumstream.com/streaming/south-</a> 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 <a href="mailto:CityClerk@southpasadenaca.gov">CityClerk@southpasadenaca.gov</a> 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 <a href="CityClerk@southpasadenaca.gov">CityClerk@southpasadenaca.gov</a>. 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 **February 16**, **2022**, 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.

2/10/2022	/S/
Date	Christina A. Muñoz, Deputy City Clerk



## City Council Agenda Report

ITEM NO. 7

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Kenneth L. Louie, Interim Finance Director

SUBJECT:

Approval of Prepaid Warrants in the Amount of \$63,206.25; General City Warrants in the Amount of \$446,016.20; Supplemental ACH Payments in the Amount of \$132,496.67; Voids in the Amount of (\$3,330.00); Transfers in the Amount of \$5,031,428.03: Payroll in the

Amount of \$726,424.01

#### Recommendation Action

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

#### Fiscal Impact

Prepaid Warrants:		
Warrant # 313853-313859	\$	8,398.28
ACH	\$	54,807.97
Voids	\$	0
General City Warrants:		
Warrant # 313860-313938	S	160,502.25
ACH	\$	285,513.95
Voids	\$	(3,330.00)
Payroll Period Ending: 02/04/2022	\$	708,624.21
Payroll Period Ending: 02/05/2022	\$	10,012.69
Payroll Period Ending: 02/07/2022	\$	7,787.11
Wire Transfers Out – To (LAIF)	\$	5,000,000.00
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	S	0
Wire Transfers Out – To (Acct # 2413)	S	0
Wire Transfers Out – To (Acct # 1936)	\$	31,428.03
Supplemental ACH Payment	\$	132,496.67
RSA:		
Prepaid Warrants	\$	0
General City Warrants	\$	0
Total	S	6,396,241.16

Approval of Warrants February 16, 2022 Page 2 of 2

#### **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		Date	02.16.2022
Recap by fund	Fund No.	Duamaid	Amounts
General Fund	101	Prepaid 40,873.06	Written 298,133.68
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"  Local Transit Return "C"	205 207	-	180.00 4,673.90
TEA/Metro	208	_	-,070.00
Sewer Fund	210	-	795.93
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	54,836.93
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund Business Improvement Tax	218 220	-	-
Gold Line Mitigation Fund	223	_	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	85.00	7,271.06
County Park Bond Fund	232	-	10,487.82
Measure R Measure M	233 236	-	-
Road Maint & Rehab (SB1)	237	-	- -
MSRC Grant Fund	238	-	-
Measure W	239	-	5,765.80
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths BTA Grants	245 248	-	-
Golden Street Grant	249	-	49,860.00
Capital Growth Fund	255	-	-
CDBG	260	-	4,439.00
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant Park Impact Fees	274 275	-	-
Historic Preservation Grant	276	-	- -
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	328.36	8,869.58
Water Efficinency Fund 2016 Water Revenue Bonds Fund	503 505	-	702.50
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	21,919.83	-
	Calumn Tatala	62 206 25	440.040.00
	Column Totals:	63,206.25	446,016.20
Recap by fund	Fund No.		Amounts
		Prepaid	Written
RSA	227	-	-
PSA	Report Totals:		_
NOA	Report Totals.		<del>-</del>
	City Report Totals:	-	509,222.45
		_	
	Payroll Period End	-	708,624.21
	Payroll Period End Payroll Period End	-	10,012.69 7,787.11
	Wire Transfer Out	•	5,000,000.00
Wire Transfer In -			· -
	Wire Transfer - RS		-
Wire Transfer Out Wire Transfer Out Supplemental ACI			- 04 400 00
			31,428.03 132,496.67
	Voids - Prepaid		(3,330.00)
	Voids - General W	arrant	(0,000.00)
		-	
	Grand Report Total:	=	6,396,241.16

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

## ATTACHMENT 2 Prepaid Warrant List

## Checks by Date - Detail by Check Date

User: ealvarez

Printed: 2/8/2022 6:11 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CRHY8067	Corey Hartney	01/31/2022	
	313709-Reissue	Re-Issue Payment from Check # 313709		1,885.00
		Total for this ACH	Check for Vendor CRHY8067:	1,885.00
			Total for 1/31/2022:	1,885.00
			Report Total (1 checks):	1,885.00

#### Check Detail

User: ealvarez

Printed: 02/08/2022 - 6:41PM



**Check Number Check Date** Amount CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000 January 2022 Line Item Date Line Item Description PART TIME ASSN. DUES / FEE - January 2022 80.00 01/10/2022 01/05/2022 PART TIME ASSN. DUES / FEE - January 2022 144.00 224.00 Inv January 2022 Total 0 Total: 224.00 224.00 CEAP7000 - S.P. Public Service Employees Association-PT Total: CSD3014 - Ca. State Disbursement Unit 313853 02/01/2022 01/19/2022 Inv Line Item Date Line Item Description 01/19/2022 Garnishment 814.15 Inv 01/19/2022 Total 814.15 P/E 01/02/2022 Line Item Date Line Item Description 01/05/2022 PR Batch 00001.01.2022 Garnishment 814.15 Inv P/E 01/02/2022 Total 814.15 1,628.30 313853 Total: CSD3014 - Ca. State Disbursement Unit Total: 1,628.30 SOU5230 - S.P.Firefighters L-3657 02/01/2022 01/19/2022 Line Item Description Line Item Date 01/19/2022 FFA Fire Rec Fees - Supplemental 60.00 Inv 01/19/2022 Total 60.00 Check Number Check Date Amount

Inv January 2	022	
<u>Line Item Date</u> 01/05/2022	Line Item Description	177.4
01/05/2022	P Fire Assn. Insurance - January 2022 FFA Fire Rec Fees - January 2022	177.4 30.6
01/05/2022	Firefighters 3657 - Union Dues - January 2022	2,050.0
Inv January 2022	? Total	2,257.4
) Total:		2,317.4
Total.		
OU5230 - S.P.Firefig	ghters L-3657 Total:	2,317.4
	e Officers Association 700-0000-0000-2246-000 02/01/2022	
Inv 01/19/202	22	
<u>Line Item Date</u> 01/19/2022	<u>Line Item Description</u> SPPOA - Union Dues - January Supplemental	64.0
Inv 01/19/2022 T	Cotal	64.0
Inv January 2	022	
Line Item Date	Line Item Description	21/26
01/05/2022 01/05/2022	SPPOA Insurance - January 2022 Union Dues - January 2022	2,163.8 2,754.1
Inv January 2022	? Total	4,918.0
) Total:		4,982.0
OU5435 - S.P. Police	e Officers Association Total:	4,982.0
	c Service Employees Association 700-0000-0000-2248-000	
0	02/01/2022	
Inv January 2		
<u>Line Item Date</u> 01/05/2022	<u>Line Item Description</u> Union Dues - January 2022	1,320.0
01/10/2022	SPPSEA - Union Dues - January 2022	30.0
Inv January 2022	? Total	1,350.0
0 Total:		1,350.0
6OU5451 - S.P. Publi	c Service Employees Association Total:	1,350.0
SDV2018 - Sandova		
313854 Inv 01/19/202	02/01/2022 22	
Line Item Date	Line Item Description	
	2022 - 6:41 PM)	Page

<b>Check Number</b>	Check Date	Amount
01/19/2022 01/19/2022	PR Batch 12122.01.2022 - Garnishment Garnishment	485.00 737.00
Inv 01/19/2022	2 Total	1,222.00
Inv P/E 01/	/02/2022	
<u>Line Item Date</u> 01/05/2022 01/05/2022	Line Item Description PR Batch 00001.01.2022 Garnishment 00001.01.2022 - Garnishment	737.00 485.00
Inv P/E 01/02/2	2022 Total	1,222.00
313854 Total:		2,444.00
SSDV2018 - Sandov	val, Sheila Total:	2,444.00
Total:		12,945.79

## Checks by Date - Detail by Check Date

User: ealvarez

Printed: 2/8/2022 6:14 PM



Check Amoun	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
	ociation- 02/03/2022	S.P. Public Service Employee	CEAP7000	ACH
296.00		December 2021 Union Dues	December 2021	
296.00	this ACH Check for Vendor CEAP7000:	To		
	02/03/2022	S.P.Firefighters L-3657	SOU5230	ACH
147.42	nsurance	December 2021 - Union Supplem	December 2021	
2,050.00		December 2021 - Union Dues	December 2021	
90.00		December 2021 - Union Rec Fee	December 2021	
2,287.42	r this ACH Check for Vendor SOU5230:	1		
	02/03/2022	S.P. Police Officers Association	SOU5435	ACH
2,188.3	ber 2021	Union Supplemental Insurance -	December 2021	
2,882.23		Union Dues - December 2021	December 2021	
5,070.62	r this ACH Check for Vendor SOU5435:	1		
	egistion 02/02/2022	S.P. Public Service Employee	SOU5451	ACH
1,350.00	Clation 02/03/2022	December 2021 Union Dues	December 2021	ACII
1,350.00	r this ACH Check for Vendor SOU5451:	1		
	02/02/2022	Ainne LIGA LL C	A ID (010	ACH
314.8	02/03/2022	Airgas USA LLC Oxygen Cylinder Rental - Januar	AIR6010 9986193456	ACH
314.8	or this ACH Check for Vendor AIR6010:			
	02/03/2022	Interwest Consulting Group	INCG6011	ACH
3,787.50	: July 2020	23 Short Way Project Expediting	61899	
750.00	ugust 2020	807 Rollin Street Project Expedi	63755	
1,575.00	: August 2020	23 Short Way Project Expediting	63755	
37.50		260 St. Albans Project Expediting	64419	
2,420.00		814 Garfield Project Expediting:	64419	
1,510.00		23 Short Way Project Expediting	64419	
2,990.00		807 Rollin Street Project Expedi	64419	
3,467.50		23 Short Way Project Expediting	64474	
3,010.00		807 Rollin Street Project Expedi	64474	
3,130.00 1,485.00		814 Garfield Project Expediting: 260 St. Albans Project Expediting	64474 64474	
600.00		725 Fair Oaks Project Expediting	67778	
3,640.00		23 Short Way Project Expediting	67964	
315.00		725 Fair Oaks Project Expediting	67964	
1,892.50		23 Short Way Project Expediting	69399	
70.00	<del>-</del>	725 Fair Oaks Project Expediting	69399	
2,030.00		23 Short Way Project Expediting	69569	
210.00	-	23 Short Way Project Expediting	70913	
910.00	2021	833 Braewood Project Expeditin	71179	
33,830.00	this ACH Check for Vendor INCG6011:	To		

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
ACH	NEOF8011	Quadient Finance USA, Inc.	02/03/2022	(1.72
	INV16566594	Postage Supplies		61.73
	INV59011201 SP10275872	Equipment Rental Postage		115.60 500.00
	SP102/38/2	rostage		
		Total fo	or this ACH Check for Vendor NEOF8011:	677.33
ACH	RED8995	Red Wing Business Advantage Ac	ecount 02/03/2022	
	989-1-52565	Public Works Footware Voucher Progr	ram: Stephen Houlemard	223.24
		Total f	or this ACH Check for Vendor RED8995:	223.24
212055	4 C C 4 P 1 1	AGGAR	02/02/2022	
313855	ASCAP11	ASCAP	02/03/2022	200.00
	500602714	Account # 500602714 Musical License	Kenewai	390.00
			Total for Check Number 313855:	390.00
313856	DTV5012	DIRECTV	02/03/2022	
	068653046x22	Account: 068653046x220129 (01/28/2	22-02/27/22)	96.98
			Total for Check Number 313856:	96.98
313857	FHCM5011	Foothill Communications	02/03/2022	
	INV5597	Service and Support of EOC Equipme	nt: 01/01/22-03/31/22	3,000.00
			Total for Check Number 313857:	3,000.00
			Total for Check Number 31363/.	3,000.00
313858	SCAT6710	Scott's Automotive	02/03/2022	
	15509	Maintenance to Water Division Unit: 1		109.93
	16013 16014	Maintenance to Water Division Unit: 1 Maintenance to Water Division Unit: 1		163.15 55.28
	16681	Public Works Vehicles: Preventative M.		85.00
	10001	Tuble Works vehicles. Treventative N.	tant. One # 320	
			Total for Check Number 313858:	413.36
313859	SDSI0107	SDS Security Design Systems	02/03/2022	
	235344	Security System for Civic Center Inter		65.18
	235345	Security System for Police Department		217.46
	235346	Security System for Police Departmen	at Surveillance Room	113.00
	235347	Security System for Police Dept.		30.00
			Total for Check Number 313859:	425.64
			Total for 2/3/2022:	48,375.46
			10tai 101 2/3/2022.	70,373.40
			Report Total (13 checks):	48,375.46

# **ATTACHMENT 3 General City Warrant List**

## Checks by Date - Detail by Check Date

User: ealvarez

Printed: 2/9/2022 4:21 PM



Check Amour	Check Date	Vendor Name	Vendor No	eck No
	Reference	Description	Invoice No	
	02/16/2022	AMPM Door, Inc.	AMPM5011	ACH
453.7	eet	Garage Door Replacement at 825 Mission S	49184	
227.3		Repair of Council Chambers Door	49608	
300.0		Repair of Council Chambers Door	49608	
378.0		Library Handicap Button Repair	49681	
700.0		Library Handicap Button Repair	49681	
396.6		Library Detex Replacement	50005	
397.9		Repair of Stuck Rear Gate Door	50567	
2,853.6	CH Check for Vendor AMPM5011:	Total for this A		
	02/16/2022	Acorn Technology Services	ATGC8530	ACH
22,525.0		January 2022 Service for IT Network Admin	95532	71011
		5 data da 101 11 1 (600 611 1 da 111 da 111 1 da	,,,,,,	
22,525.0	CH Check for Vendor ATGC8530:	Total for this		
	02/16/2022	Baker & Taylor Entertainment	BAK0366	ACH
41.3		DVDs/ CDs	H59452180	
69.2		DVDs/ CDs	H59455810	
12.3		DVDs/ CDs	H59549950	
14.8		DVDs/ CDs	H59550070	
21.4		DVDs/ CDs	H59571040	
16.5		DVDs/ CDs	T24088320	
175.8	ACH Check for Vendor BAK0366:	Total for thi		
	02/16/2022	dba Jan Point Base Hill, Inc.	BSHL6710	ACH
875.0		Citywide Janitorial Services: July 2021	20899	
11,241.9		Citywide Janitorial Services: July 2021	20899	
956.0		Citywide Janitorial Services: July 2021	20899	
11,241.9		Citywide Janitorial Services: September 202	21044	
875.0		Citywide Janitorial Services: September 202	21044	
956.0		Citywide Janitorial Services: September 202	21044	
875.0		Citywide Janitorial Services: October 2021	21158	
11,241.9		Citywide Janitorial Services: October 2021	21158	
956.0		Citywide Janitorial Services: October 2021	21158	
875.0		Citywide Janitorial Services: November 202	21183	
11,241.9		Citywide Janitorial Services: November 202	21183	
956.0		Citywide Janitorial Services: November 202	21183	
52,291.9	CH Check for Vendor BSHL6710:	Total for this		
	02/16/2022	CDW Government LLC	CDW5246	ACH
1,456.1		Microsoft Surface Type Covers: Qty # 10	Q590289	
2,844.0		Adobe Licenses: Qty # 3	Q855947	
3,281.7		Seagate IronWolf Hard Drive for Police Dep	Q894749	
4,281.4		QNAP Storage Devices for Police Department	R342192	
	ACH Check for Vendor CDW5246:	m . 10 . 41		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	CHA3010 7657 8081	SPCC Corp dba South Pasadena Chamber of 2021 Labor posters 2022 Labor posters	02/16/2022	277.83 277.83
		Total for this AC	H Check for Vendor CHA3010:	555.66
ACH	COBR7131 138559 January 2021	The Advantage Group TAG January 2022 invoice January 2022 HRA Premium Reimbursements	02/16/2022	324.00 15,842.66
		Total for this ACH	Check for Vendor COBR7131:	16,166.66
ACH	DDLP8010 2499	Dr. Detail Ph.D Pressure Wash & Disinfecting of Library Balcon	02/16/2022	195.00
		Total for this ACE	I Check for Vendor DDLP8010:	195.00
ACH	DEL4000 10545590418	Dell Marketing L.P. OptiPlex with Intel Core i5 & Windows 10: Qty	02/16/2022	8,932.60
		Total for this AC	CH Check for Vendor DEL4000:	8,932.60
ACH	DIG0800 43634	Digital Telecommunications Corp DTC SO NO 121102 Contract 3797 Extension R	02/16/2022 Remove on 12/13/2021	180.00
		Total for this AC	CH Check for Vendor DIG0800:	180.00
ACH	HQAB8100 18298	Hi Quality Auto Body Inc. Police Dept. Auto Body Repairs Unit # 1406	02/16/2022	882.00
		Total for this ACH	Check for Vendor HQAB8100:	882.00
ACH	INCG6011	Interwest Consulting Group	02/16/2022	
	58469	1132 Fairview Project Expediting: February 2020		3,000.00
	58784	1132 Fairview Project Expediting: March 2020		750.00
	58784	1709 Rollin Project Expediting: March 2021		2,700.00
	60254 60254	1709 Rollin Project Expediting: April 2020		2,100.00 900.00
	60353	1132 Fairview Project Expediting: April 2020 1709 Rollin Project Expediting: May 2020		150.00
	61899	1960 Oak Project Expediting: July 2020		1,237.50
	61899	2065 Marengo Project Expediting: July 2020		1,950.00
	63755	1947 Oak Project Expediting: August 2020		337.50
	63755	1960 Oak Project Expediting: August 2020		1,687.50
	63755	2065 Marengo Project Expediting: August 2020		2,062.50
	63755	1020 El Centro Project Expediting		5,000.00
	64419	1960 Oak Project Expediting: September 2020		1,605.00
	64419	1947 Oak Project Expediting: September 2020		4,612.50
	64419	2065 Marengo Project Expediting: September 20		1,537.50
	64474 67778	1960 Oak Project Expediting: October 2020		907.00
	67964	<ul><li>815 Freemont Project Expediting: February 2021</li><li>815 Freemont Project Expediting: May 2021</li></ul>		4,087.50 5,912.50
	69399	815 Freemont Project Expediting: May 2021		3,540.00
	69569	815 Freemont Project Expediting: May 2021		4,005.00
	70343	On-Call Engineering Plan Check Support Service		2,240.00
	70913	2041 Hanscom Project Expediting: June 2021		497.50
	70923	On-Call Inspection Support Services - June 2021		4,500.00
	71179	815 Freemont Project Expediting: July 2021		4,387.50
	72116	815 Freemont Project Expediting: August 2021		2,142.50
	73068	815 Freemont Project Expediting: September 202		1,275.00
	73818	815 Freemont Project Expediting: October 2021		6,127.50
	74359	815 Freemont Project Expediting: November 202		3,437.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Total for the	nis ACH Check for Vendor INCG6011:	72,689.50
ACH	LCW7456	Liebert Cassidy Whitmore	02/16/2022	
	211408	Invoice for legal services for month of De	cember	3,177.00
		Total for the	his ACH Check for Vendor LCW7456:	3,177.00
ACH	LDCR6410	LandCare USA LLC	02/16/2022	
	464909	Landscape Median Strips: October 2021 (	LLMD	1,812.75
	464909	Prop A Park Maintenance: October 2021		1,233.21
	464909 464909	Water Distribution: October 2021 Landscape Median Strips: October 2021		1,669.68 2,444.00
	464909	Park Maintenance Contract Services: Octo	ober 20	16,545.54
		Total for th	is ACH Check for Vendor LDCR6410:	23,705.18
ACH	OVDR8011	OverDrive Inc.	02/16/2022	
11011	01148CO22026581	eBooks / Audiobooks	02/10/2022	175.19
	01148CO22026585	eBooks / Audiobooks		887.92
	01148CO22030083	eBooks / Audiobooks		296.95
		Total for the	s ACH Check for Vendor OVDR8011:	1,360.06
ACH	POS5265	Post Alarm Systems	02/16/2022	
	1443341	Alarm System for Orange Grove Rec. Bu		54.33
	1443341	Alarm System for WMBL: 02/01/22-02/2	8/22	54.33
		Total for	this ACH Check for Vendor POS5265:	108.66
ACH	STA5219	Staples Business Advantage	02/16/2022	
	3472392919	Supplies		244.71
	3481898797 3482392135	Supplies Supplies		413.03 205.81
	3484889542	Supplies		127.66
	3487853700	Supplies		461.19
	3488412407	Supplies		269.19
	3488412408	Supplies		67.57
	3489447622 3494122861	Supplies Supplies		112.43 141.11
	3495238756	Supplies Supplies		110.43
	3497152768	Supplies		849.90
	3497152771	Supplies		135.96
	3497152772	Supplies		4.01
	3497152773	Supplies		2,195.50
	3497152774 3497305574	Supplies Supplies		890.00 229.31
	3497305575	Supplies Supplies		176.36
	3497305576	Supplies		171.48
	3497305577	Supplies		137.80
	3497305578	Supplies		2,999.50
		Total for	this ACH Check for Vendor STA5219:	9,942.95
ACH	VEWI8020	Vision Electric Wholesale Inc.	02/16/2022	
	44088	Street Lighting Enclosures		430.18
		Total for th	is ACH Check for Vendor VEWI8020:	430.18
ACH	WEL7777	Wells' Tapping Service Inc	02/16/2022	
	9271	4" Hot Tap for 710 Fair Oaks Ave.		425.00

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
425.00	I for this ACH Check for Vendor WEL7777:	To		
	02/16/2022	West Coast Arborists, Inc.	WES4152	ACH
20,166.00		Citywide Urban Forestry Service	181059	71011
8,480.00		Citywide Urban Forestry Service	181609	
11,202.00		Citywide Urban Forestry Service	181609	
240.00		Citywide Urban Forestry Service	181609	
9,710.00		Citywide Urban Forestry Service	181610	
352.00 700.00		Citywide Urban Forestry Service Citywide Urban Forestry Service	181610 181610	
50,850.00	l for this ACH Check for Vendor WES4152:	To		
	02/16/2022	Zumar Industries, Inc.	ZUMAR103	ACH
6,203.58		Street Signs for Meridian Project	93942	
6,203.58	or this ACH Check for Vendor ZUMAR103:	Tota		
	c Cleaning : 02/16/2022	Aramsco, Inc. (Formerly Emp	EMPI5011	313860
50.88	lies	Fire Dept- Apparatus Cleaning Su	S5012405.002	
50.88	Total for Check Number 313860:			
	02/16/2022	AT&T	AT&T5011	313861
2,050.19		AT&T AN626 405-0051 017 5 (J	626 405-0051 01	
790.39 66.52		AT&T AN 626 441-6497 357 0 ( AT&T AN 626 577-6657 213 7 (.	626 441-6497 35 626 577-6657 21	
2,907.10	Total for Check Number 313861:			
	02/16/2022	AT&T	ATCN9011	313862
12,720.08		AT&T AN 9391062308 (12-20-2	000017652222	
893.30		AT&T AN 9391036943 (12-27-2	000017670895	
320.47	12-27-21-01-26-2022)	AT&T AN 76501 CLAPDSOPAS	00017669242	
13,933.85	Total for Check Number 313862:			
<b>500.60</b>	02/16/2022	AT&T Mobility	CIN4011	313863
739.63 272.07	*	AT&T Invoice 287014917916X01 AT&T Invoice 287269956155X01	287014917916X01 287269956155X01	
44.43	·	AT&T Invoice 287299554301X01	287299554301X01	
1,056.13	Total for Check Number 313863:			
	02/16/2022	Bartel Associates, LLC	BRAS3010	313864
2,540.00		Actuarial Consulting Services: OF	21-275	
2,540.00	Total for Check Number 313864:			
	02/16/2022	Better 4 You Meals	BT4U8180	313865
4,439.00	y: December 2021	Meals for Onsite and Home Deliv	1221-3319	
588.00	y: December 2021	Meals for Onsite and Home Deliv	1221-3319	
5,027.00	Total for Check Number 313865:			
17.25	02/16/2022 e for Offer. Bu gos: 11/04/2021	Arthur Burgos Reimburse Training Course Expe	BUR0480 11/04/2021	313866
17.25	Total for Check Number 313866:	CA Lineau Com.	CAL 5027	212077
	02/16/2022	CA Linen Services	CAL5236	313867

39.94 ber 313868:  250.00 ber 313869:  250.00  77.14 22.40 4,501.51 248.45 214.99 ber 313870:  5,064.49	Total for Check Number 313867: 02/16/2022	Fire Station Linen Rental and Cleaning Service Fire Station Linen Rental and Cleaning Service California American Water Water Connection Fee for Wilson Well # 2 - 1  California Lock & Safe Opening of Safe for Community Services  Cantu Graphics Inc. COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting HR Folders	Invoice No  1947689 1950116  CAL6695 101521002151102  CALOKCSF 01/31/2022  CAN0607 20374 20437	313868 313869 313870
94.49 ber 313867:  185.28  39.94 ber 313868:  250.00 ber 313869:  250.00  77.14 22.40 4,501.51 248.45 214.99 ber 313870:  5,064.49	Total for Check Number 313867:  02/16/2022 1/24-12/22/21  Total for Check Number 313868:  02/16/2022  Total for Check Number 313869:  02/16/2022	California American Water Water Connection Fee for Wilson Well # 2 - 1  California Lock & Safe Opening of Safe for Community Services  Cantu Graphics Inc. COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	1950116  CAL6695 101521002151102  CALOKCSF 01/31/2022  CAN0607 20374 20437	313869
39.94 ber 313868:  250.00 ber 313869:  250.00  77.14 22.40 4,501.51 248.45 214.99 ber 313870:  5,064.49	02/16/2022 1/24-12/22/21 Total for Check Number 313868: 02/16/2022 Total for Check Number 313869: 02/16/2022	Water Connection Fee for Wilson Well # 2 - 1  California Lock & Safe Opening of Safe for Community Services  Cantu Graphics Inc. COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	101521002151102 CALOKCSF 01/31/2022 CAN0607 20374 20437	313869
ber 313868:  250.00  250.00  77.14  22.40  4,501.51  248.45  214.99  ber 313870:  5,064.49	1/24-12/22/21  Total for Check Number 313868:  02/16/2022  Total for Check Number 313869:  02/16/2022	Water Connection Fee for Wilson Well # 2 - 1  California Lock & Safe Opening of Safe for Community Services  Cantu Graphics Inc. COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	101521002151102 CALOKCSF 01/31/2022 CAN0607 20374 20437	313869
250.00 ber 313869: 250.00 77.14 22.40 4,501.51 248.45 214.99 ber 313870: 5,064.49	02/16/2022  Total for Check Number 313869: 02/16/2022	Opening of Safe for Community Services  Cantu Graphics Inc.  COVID Signs  Signs -July 2021  Redistricting Services Materials  Posters, Flyers, and Copies for Redistricting	01/31/2022 CAN0607 20374 20437	
ber 313869: 250.00  77.14 22.40 4,501.51 248.45 214.99  ber 313870: 5,064.49	Total for Check Number 313869: 02/16/2022	Opening of Safe for Community Services  Cantu Graphics Inc.  COVID Signs  Signs -July 2021  Redistricting Services Materials  Posters, Flyers, and Copies for Redistricting	01/31/2022 CAN0607 20374 20437	
ber 313869: 250.00  77.14 22.40 4,501.51 248.45 214.99  ber 313870: 5,064.49	02/16/2022	Cantu Graphics Inc. COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	CAN0607 20374 20437	313870
77.14 22.40 4,501.51 248.45 214.99 ber 313870: 5,064.49	02/16/2022	COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	20374 20437	313870
ber 313870:  22.40 4,501.51 248.45 214.99  5,064.49		COVID Signs Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	20374 20437	313870
ber 313870:  22.40 4,501.51 248.45 214.99  5,064.49	Total for Check Number 313870:	Signs -July 2021 Redistricting Services Materials Posters, Flyers, and Copies for Redistricting	20437	
ber 313870:  4,501.51 248.45 214.99  5,064.49	Total for Check Number 313870:	Redistricting Services Materials Posters, Flyers, and Copies for Redistricting		
248.45 214.99 ber 313870: 5,064.49	Total for Check Number 313870:	Posters, Flyers, and Copies for Redistricting		
ber 313870: 214.99  5,064.49	Total for Check Number 313870:		20675 20692	
17.25	Total for Check Number 313870:		20694	
	02/16/2022	Gilbert Carrillo	GBCL4010	313871
ber 313871: 17.25		Reimb. Training Course Expense for Crpl. Car	11/04/2021	
	Total for Check Number 313871:			
	02/16/2022	City of South Pasadena	SPMN3010	313872
419.75		Water Account # 14044 (10/26/21-12/21/21)	14044 -12/29/21	
444.28		Water Account # 19126 (10/18/21-12/14/21)	19126 -12/22/21	
441.35 446.75		Water Account # 18386 (10/18/21-12/14/21) Water Account # 19387 (10/18/21-12/14/21)	19386 -12/22/21 19387-01/21/22	
ber 313872: 1,752.13	Total for Check Number 313872:			
7.1	02/16/2022	Compressed Air Specialties Inc	COM0699	313873
1,672.38	02/10/2022	Repair for Bauer Air Compressor Tank	00039199	313673
ber 313873: 1,672.38	Total for Check Number 313873:			
	02/16/2022	Creative Bus Sales Inc.	CRE2303	313874
2,936.98		Replace Intake Manifold for Vehicle # 78	RA101000058	
953.31		Replacement of Windshield for Unit # 77	RA101000187	
ber 313874: 3,890.29	Total for Check Number 313874:			
	02/16/2022	David Cristales	CRSDVD	313875
168.00		Refund Gazebo Rental due to COVID-19	118580	
ber 313875: 168.00	Total for Check Number 313875:			
	02/16/2022	D & S Printing	DSP0755	313876
608.24		Employee Parking Placards	9156	
268.25		Employee Parking Placards	9156	
ber 313876: 876.49	Total for Check Number 313876:			
	02/16/2022	Andrew DuBois	DUB0187	313877
17.25	bo	Reimb. Training Course Expense for Cprl. Du	11/04/2021	

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
17.25	Total for Check Number 313877:			
2 000 00	02/16/2022	Embassy Consulting Svcs	EMBS4011	313878
3,000.00	r PA Pacheco	Civilian Leadership Institue - 6 Classes fo	71658	
3,000.00	Total for Check Number 313878:			
376.00	02/16/2022	Ye Fu Refund After School Camp Participant	FUYU5270 118561	313879
376.00	Total for Check Number 313879:			
4,345.00 2,190.00	02/16/2022	Galvin Preservation Associates, Inc. 845 El Centro Project Expediting 845 El Centro Project Expediting	GPACS290 20-11344 21-11653	313880
6,535.00	Total for Check Number 313880:			
140.00	02/16/2022	Gabriela Garcia Refund Class due to Low Enrollment	GCGB5270 118530	313881
140.00	Total for Check Number 313881:			
	02/16/2022	Ederson Gramajo	GRED4011	313882
17.25	r. Gramajo:11/02/2021	Reimb. Training Course Expense for Offc	11.02.2021	
17.25	Total for Check Number 313882:			
100.00	02/16/2022	Elizabeth Gudino Refund Youth Class due to COVID-19	GDEL5270 118648	313883
100.00	Total for Check Number 313883:			
17.25	02/16/2022 r. Gutierrez:11/04/2021	Issac Gutierrez Reimb. Training Course Expense for Offc	ISGU4011 11/04/2021	313884
17.25	Total for Check Number 313884:			
125.00	02/16/2022	Eric Hanson Refund Gazebo Rental due to COVID-19	ERCHANSN 118272	313885
125.00	Total for Check Number 313885:			
	02/16/2022	Jeffrey Holland	HOL1111	313886
125.00	lent or	Tow Reimbursement after Freeway Indicio	01/26/2022	
125.00	Total for Check Number 313886:			
747.06	02/16/2022	Home Depot Credit Services	HOM1515	313887
747.89 795.93		PW Department Supplies PW Department Supplies	1304419 282152	
403.57		PW Department Supplies	2970728	
319.59 75.11		PW Department Supplies PW Department Supplies	3371828 4613665	
2,342.09	Total for Check Number 313887:			
2,342.03	02/16/2022	Annie Hwang	HWANNIE	313888
110.00		Refund Cancelled Class due to Low Enrol	118578	515000
110.00	Total for Check Number 313888:			

Check No	Vendor No	Vendor Name	Check Date	<b>Check Amount</b>
212000	Invoice No	Description	Reference	
313889	ITERISIN 139434	Iteris, Inc.	02/16/2022	14 977 50
	140606	Consultant Services to Perform Traffic Consultant Services to Perform Traffic		14,877.50 34,982.50
			Total for Check Number 313889:	49,860.00
212000	TG + D 4011	T. 11. A		.,
313890	JSAR4011 16995	Jack's Auto Repair 45 Day Vehicle Inspection	02/16/2022	185.45
	17040	45 Day Vehicle Inspection		155.14
	17049	45 Day Vehicle Inspection		77.02
	17118	45 Day Vehicle Inspection		66.00
	17123	Service of Police Unit # 1111		42.34
			Total for Check Number 313890:	525.95
313891	JAC1111	Thomas Jacobs	02/16/2022	
	01/03-01/06/22	Reimb. Lt. Jacobs for Training Expen-	se: 01/03-01/06/22	197.48
	01/03-01/06/22	Reimb. Lt. Jacobs for Training Expen-	se: 01/03-01/06/22	500.00
			Total for Check Number 313891:	697.48
313892	JHA307	John L. Hunter and Associates, Ir	ac. 02/16/2022	
	SP1IP12110	Safe Clean Water Program & Feasibil	lity Study 03/23/21-06/30/22	1,238.75
	SP1IP12111	Safe Clean Water Program & Feasibil		577.50
	SP1MS412109	Environmental Compliance and NPD		695.00
	SP1MS412110	Environmental Compliance and NPD		901.25
	SP1MS412111 SP1MS412112	Environmental Compliance and NPD Environmental Compliance and NPD		992.05 1,361.25
	51 1115 112112	Zir in chinich was comprisated with 1 1 2		
			Total for Check Number 313892:	5,765.80
313893	LAN6401 INV-107746	Landscape Structures Inc Ongoing Maintenance of Playground	02/16/2022 Equipment	4,002.48
			Total for Check Number 313893:	4,002.48
313894	LGLBLTY 221641	Law Enforcement Risk Manageme Training Class for Corporal Carrillo: (	-	125.00
	221041	Training Class for Corporal Carrillo.	2/11/2022	123.00
			Total for Check Number 313894:	125.00
313895	TFLAW527	Tiffany Lawrence	02/16/2022	
	118200	Refund Youth Class Per Participants R	lequest	270.00
			Total for Check Number 313895:	270.00
313896	LIFE822	Life-Assist Inc.	02/16/2022	
	1171253	Medical Supplies Fire Dept.		1,613.73
	1171514	Medical Supplies Fire Dept.		119.07
			Total for Check Number 313896:	1,732.80
313897	AVIC4010	Avick Manukian	02/16/2022	
	11/02/2021	Reimb. Training Course Expense for	Crpl. Manukian:11/02/2021	17.25
			Total for Check Number 313897:	17.25
313898	NEWE3032	Newegg.com Business Inc.	02/16/2022	
	10303643392	Corsair Mounting Brackets & WD Bl	ue SSD: Qty #11	745.60
			Total for Check Number 313898:	745.60

Check No	Vendor No	Vendor Name	Check Date	Check Amount
212900	Invoice No	Description  Occupational Health Contage of California	Reference	
313899	IICC8025 15283979	Occupational Health Centers of California Medical Exam for Community Services Staff	a 02/16/2022	250.00
	15348922	Medical Exam for Community Services Staff		50.00
			Total for Check Number 313899:	300.00
21222	Dar ar 1000			300.00
313900	PSLSV802 890	Pasadena Live Scan Service Live Scan for December 2021	02/16/2022	300.00
			Total for Check Number 313900:	300.00
313901	CRPC7000	Carlos Pech	02/16/2022	
	10/25/2021	Reimb. Training Expense for Officer Pech: 10/		11.76
	10/26/2021	Reimb. Training Expense for Officer Pech: 10		11.76
	10/27/2021	Reimb. Training Expense for Officer Pech: 10		11.76
	10/28/2021 11/04/2022	Reimb. Training Expense for Officer Pech: 10/ Reimb. Training Expense for Officer Pech: 11/		11.76 17.25
	11/01/2022	remer running 2pense for a meet recent run	0.02021	
			Total for Check Number 313901:	64.29
313902	PRCT4011	Christoper Perez	02/16/2022	
	11/04/2021	Reimb. Training Expense for Officer Perez: 11	/04/2021	17.25
			Total for Check Number 313902:	17.25
212002	CCDII4011	C ' N''	02/17/2022	
313903	CGPH4011 11/04/2021	Craig Phillips Reimb. Training Course Expense for Crpl. Phil	02/16/2022 lins: 11/04/2021	17.25
	11/0 1/2021	Remo. Humming Course Expense for Cipi. Time	mps. 11/0 1/2021	
			Total for Check Number 313903:	17.25
313904	PHOE4610	Phoenix Group Information Systems	02/16/2022	
	122021184	Parking Citation Processing & Database Access	s: December 2021	6,588.26
			Total for Check Number 313904:	6,588.26
				0,300.20
313905	PRIM4011 15507	PRI Management Group	02/16/2022 Clark Padriousz	250.00
	13307	Seminar for Law Enforcement Records Mgmt:	Clerk Rodriguez	259.00
			Total for Check Number 313905:	259.00
313906	PRCMIN	Purple Communications, Inc.	02/16/2022	
	76416-105018	Renewal of ASL Interpreting & Video Relay In	nterpretation	300.00
			Total for Check Number 313906:	300.00
212007	DTDG5500			
313907	RTPC5500 6014642	Regional TAP Service Center Metro 30 Day Senior Bus Pass Subsidy: Re-Iss	02/16/2022	120.00
	6015359	Metro 30 Day Senior Bus Pass Subsidy for Dec		60.00
		, and the second		
			Total for Check Number 313907:	180.00
313908	REL8011	Reliance Barcode Solutions	02/16/2022	
	12430	Single Barcodes for Library		431.47
			Total for Check Number 313908:	431.47
313909	RYLZ5270	Luz Reyes	02/16/2022	
313909	118535	Refund Cancelled Class due to Low Enrollmen		140.00
			Total for Check Number 313909:	140.00
212010	DINI7777	Dincon Congultanta Luc	02/16/2022	
313910	RIN7777 27106	Rincon Consultants, Inc. CEQA Noticing & Filing Assistance for CAP	02/16/2022	702.50
		.66 101 0111		, 02.50

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
702.50	Total for Check Number 313910:			
286.42 758.40		Shannon Robledo Reimb. LT. Robledo for Training Reimb. LT. Robledo for Training	ROB1111 11/29-12/02/21 11/29-12/02/21	313911
1,044.82	Total for Check Number 313911:			
17.25	02/16/2022 or Srgt. Ronni	Matthew Ronnie Reimb. Training Course Expense	RON1111 11/04/2021	313912
17.25	Total for Check Number 313912:			
17.25 306.75 14.40	or Offer. Roppo: 12/20-12/23/21	Christina Roppo Reimb. Training Course Expense Reimb. Training Course Expense Reimb. Training Course Expense	RPCH8210 11/02/2021 12/20-12/23/21 12/20-12/23/21	313913
338.40	Total for Check Number 313913:			
702.00	02/16/2022 sion Facilitite	San Marino Security System Monitoring Services for Water Di	SAN4958 26285	313914
702.00	Total for Check Number 313914:			
17.25	02/16/2022 or Offer. Sand	Fernando Sandoval Reimb. Training Course Expense	SAN1111 11/04/2021	313915
17.25	Total for Check Number 313915:			
376.00	02/16/2022 rticipant	Hector Sapinoso Refund After School Camp Med	SPHC6713 118560	313916
376.00	Total for Check Number 313916:			
450.00	02/16/2022 e Officer Applicant	Susan Saxe-Clifford PH.D Psychological Evaluation for Pol	SAXE2013 22-0110-4	313917
450.00	Total for Check Number 313917:			
17.25	02/16/2022 or Offer. Smith: 11/04/2021	Michael Smith Reimb. Training Course Expense	MCST4010 11/04/2021	313918
17.25	Total for Check Number 313918:			
1,616.74	02/16/2022 ent Plan Update	Stetson Engineers Inc City's 2020 Urban Water Manage	STE4845 2741-17-009	313919
1,616.74	Total for Check Number 313919:			
140.00	02/16/2022 Enrollment	Jessica Suotmaa Refund Cancelled Class due to Le	SUJES527 118528	313920
140.00	Total for Check Number 313920:			
1,072.50 1,287.00		Super Soccer Stars Class Instructor: Super Soccer St Class Instructor: Super Soccer St	SSSS8267 7736 7763	313921
2,359.50	Total for Check Number 313921:			
	ounty of LA 02/16/2022	Superior Court of California,	SCRR4010	313922

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	December 2021	Parking Revenue Distribution: December		3,743.50
			Total for Check Number 313922:	3,743.50
313923	Tang	Kuang-Nan Tang	02/16/2022	
	118534	Refund Cancelled Class due to Low Enrol	llment	140.00
			Total for Check Number 313923:	140.00
313924	LEBE8032	The Skateside, LLC	02/16/2022	240.60
	7753 7793	Class Instructor: The Skateside: 12/05/21 Class Instructor: The Skateside: 12/27/21		348.60 1,697.22
	7794	Class Instructor: The Skateside: 12/22/21		944.06
	7821	Class Instructor: The Skateside: 01/03/22	2-01/07/22	1,571.50
			Total for Check Number 313924:	4,561.38
313925	TDCS4010	Third Degree Communications, Inc.	02/16/2022	
	9963	Training Class on Internal Affairs - Re-Iss	ue	525.00
			Total for Check Number 313925:	525.00
313926	TIM4011	Time Warner Cable	02/16/2022	
	0251967012222	Senior Center Cable 01/22/22 - 02-21-22	AN 8448 30 008 0251967	219.30
			Total for Check Number 313926:	219.30
313927	TRIPEPIS	Tripepi Smith	02/16/2022	
	7449	Redistricting Services		12,336.00
			Total for Check Number 313927:	12,336.00
313928	UllKR 118574	Karen Ullman Gazebo Refund due to Weather	02/16/2022	125.00
			Total for Check Number 313928:	125.00
313929	UND6710	Underground Service Alert/SC	02/16/2022	
	dsb20206199	Regulatory Fee for State of CA 12/01/202	1	65.04
			Total for Check Number 313929:	65.04
313930	VAL1111	James Valencia	02/16/2022	
	11/04/2021	Reimb. Training Course Expense for Srgt	. Valencia: 11/04/2021	17.25
			Total for Check Number 313930:	17.25
313931	VABS8010	Ventura Business Systems Inc.	02/16/2022	
	14046	Renewal of Envisionware Suite & Maint.	Through 05/01/2022	759.00
			Total for Check Number 313931:	759.00
313932	VERW6711	Verizon Wireless	02/16/2022	
	9897541934	Verizon AN 842311063-00002 (Dec 18 2	· · · · · · · · · · · · · · · · · · ·	1,442.97
	9898014861 9898209626	Verizon AN 571839627-0001 Dec 24 202 Verizon AN 270619951-00004 (Dec 27 2		16.03 507.16
			Total for Check Number 313932:	1,966.16
313933	WCTP4011	WCT Products Inc.	02/16/2022	
313733	W10937	Heavy Duty Leads and Prong Plugs for M		251.85

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
			Total for Check Number 313933:	251.85
313934	WGZM6011	WG Zimmerman Engineering, Inc.	02/16/2022	
	21-12-671	Transportation Impact, Noise, and Air Qua	lity Analysis	-1,085.00
	21-12-671	Transportation Impact, Noise, and Air Qua	lity Analysis	1,085.00
	21-12-671	Transportation Impact, Noise, and Air Qua	lity Analysis	1,085.00
			Total for Check Number 313934:	1,085.00
313935	WIS2563	Randy Wise	02/16/2022	
	11/02/2021	Reimb. Training Course Expense for Crpl.	Wise: 11/02/2021	17.25
			Total for Check Number 313935:	17.25
313936	WON1111	Daren Wong	02/16/2022	
	11/02/2021	Reimb. Training Course Expense for Offcr	: Wong:11/02/2021	17.25
			Total for Check Number 313936:	17.25
313937	XRXF5010	Xerox Financial Services	02/16/2022	
	3026740	Xerox AN 010-0061587-001 (01/10/22 - 0		1,906.08
	3035459	Xerox AN 010-0061587-002 (01/06/22 - 0		275.05
			Total for Check Number 313937:	2,181.13
313938	PTZM4011	Patrick Zamora	02/16/2022	
	11/02/2021	Reimb. Training Course Expense for Offcr	. Zamora: 11/02/2021	17.25
			Total for Check Number 313938:	17.25
			Total for 2/16/2022:	446,016.20
			Report Total (100 checks):	446,016.20
			Report Total (100 checks):	446,016.20

# ATTACHMENT 4 Supplemental ACH Payments

# SOUTH PASADENA

Supplemental ACH Payment Log								
Date	Vendor	Amount	Description					
1/19/2022	So Cal Edison	\$60,113.89	Online Payment for City's So Cal					
1/19/2022	30 Cai Edisoli	300,113.69	Edison Accounts.					
2/2/2022	So Cal Edison	\$66,980.42	Online Payment for City's So Cal					
2/2/2022	30 Cai Edisoli	300,980.42	Edison Accounts.					
			Online Payment for City's					
2/6/2022	AMAZON / SYNC	\$2,726.03	Amazon Expenses from					
			10/12/2021-11/02/2021.					
2/8/2022	So Cal Gas	\$2,676.33	Online Payment for City's So Cal					
2/0/2022	30 Cai Gas	۶۷,070.55	Gas Accounts.					

Total: \$132,496.67

# ATTACHMENT 5 Prepaid &Warrant Voids

#### Void Check Proof List

User: ealvarez

Printed: 01/31/2022 - 12:35PM

Batch: 00002.01.2022



Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Corey Hartney									
Check Date: 130.00	01/05/2022 7469	01/05/2022	Class Instructor: Bask	etball Fundamentals (10/0941/06/21) SA				No	0
650.00	7810	01/05/2022	Class Instructor Bask	athall Fundamentals (12/04/21 01/15/22) SA				No	0
910.00	7471	01/05/2022	Class Instructor: Bask	etball Fundamentals (10/0941/06/21) SA				No	0
195.00	7809	01/05/2022	Class Instructor: Bask	etball Fundamentals (12/04/21-01/15/22) SA				No	0
1,885.00									
1.885.00									
1,885.00									
	Corey Hartney Check Date: 130.00 650.00 910.00 195.00 1,885.00	Check Date: 01/05/2022 130.00 7469 650.00 7810 910.00 7471 195.00 7809	Corey Hartney Check Date: 01/05/2022 130.00 7469 01/05/2022 650.00 7810 01/05/2022 910.00 7471 01/05/2022 195.00 7809 01/05/2022  1,885.00	Corey Hartney Check Date: 01/05/2022 130.00 7469 01/05/2022 Class Instructor: Baske 650.00 7810 01/05/2022 Class Instructor: Baske 910.00 7471 01/05/2022 Class Instructor: Baske 195.00 7809 01/05/2022 Class Instructor: Baske 1,885.00	Corey Hartney Check Date: 01/05/2022 130.00 7469 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 650.00 7810 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA 910.00 7471 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 195.00 7809 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA  1,885.00	Corey Hartney Check Date: 01/05/2022 130.00 7469 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 650.00 7810 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA 910.00 7471 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 195.00 7809 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA  1,885.00	Corey Hartney Check Date: 01/05/2022 130.00 7469 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 650.00 7810 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA 910.00 7471 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA 195.00 7809 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA  1,885.00	Corey Hartney Check Date: 01/05/2022	Corey Hartney Check Date: 130.00 7469 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA No 650.00 7810 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA No 910.00 7471 01/05/2022 Class Instructor: Basketball Fundamentals (10/0941/06/21) SA No 195.00 7809 01/05/2022 Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA No 1,885.00

### Void Check Proof List

User: ealvarez

Printed: 02/09/2022 - 8:22AM

Batch: 00001.02.2022

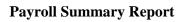


Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: LAPCMB	_	ounty Police Chi								
Check No: 313829	Check Date: 500.00	02/02/2022 2022 Annual D	01/26/2022	2022 Anual Dues					No	0
101-4010-4011-8060-000				T. C C C					N	0
101-4010-4011-8060-000	300.00	03/22-03/25/22	01/26/2022	Tri County Spring Conference					No	0
Check Total:	800.00									
Vendor Total:	800.00									
Vendor: RTPC5500	Regional TAP S									
Check No: 313073	Check Date: 120.00	09/01/2021 6014642	08/24/2021	Metro 30 Day Senior Bus Pass Sub	osidy				No	0
205-8030-8024-8250-000										
Check Total:	120.00									
Vendor Total:	120.00									
Vendor: TDCS4010	_	Communications,								
Check No: 313016	Check Date: 525.00	08/18/2021 9963	08/07/2021	Training Class for Det. Palmieri (0	8/23/21-08/25/21)				No	0
101-4010-4011-8210-000										
Check Total:	525.00									
Vendor Total:	525.00									

Account Number	Amount Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Report Total:	1,445.00								

# **ATTACHMENT 6 Payroll Summary**

# **Payroll**





Payroll Date:	2/4/2022	Regular			
Checks				\$	4,419.51
Direct Deposits				\$	445,292.65
IRS Payments				\$	89,903.07
EDD - State of CA				\$	26,334.08
PERS Pension				\$	117,788.76
Deferred Comp				\$	24,886.14
PERS Health				\$	-
			Subtotal:	\$	708,624.21
Payroll Date:	2/5/2022	Off-Cycle			
Checks				\$	-
Direct Deposits				\$	8,407.88
IRS Payments				\$	1,578.30
EDD - State of CA				\$	26.51
PERS Pension				\$	-
Deferred Comp				\$	-
PERS Health				\$	-
			Subtotal:	\$	10,012.69
Payroll Date:	2/7/2022	Off-Cycle			
Checks				\$	-
Direct Deposits				\$	6,699.41
IRS Payments				\$	941.05
EDD - State of CA				\$	146.65
PERS Pension				\$ \$ \$	-
Deferred Comp					-
PERS Health				\$	-
			Subtotal:	\$	7,787.11
			Grand Total:	\$	726,424.01



# City Council Agenda Report

ITEM NO. 8

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Lucy Demirjian, Management Services Director

Christina Muñoz, Deputy City Clerk

SUBJECT:

Award of Contract to Studio Spectrum, Inc., for Video Production,

Web Streaming and Archiving Services in an Amount Not to Exceed

\$53,880 Annually

# Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Studio Spectrum, Inc. (Studio Spectrum), for an annual not to exceed amount of \$53,880 to provide video production, web streaming and archiving services through June 30, 2024, with an option to extend to June 30, 2026.

# **Background**

Since 2011, Studio Spectrum has provided these services, including video production, broadcasting, web streaming and archiving, for City Council and Planning Commission meetings. The City has repeatedly retained Studio Spectrum for these services due to their high-quality of work, responsiveness, and reliability. Studio Spectrum also has experience with and knowledge of the City's audiovisual system as they managed the equipment upgrade and installation.

For the past two years, Studio Spectrum have been instrumental in the City's ability to continue to broadcast public meetings in compliance with new laws, State Executive Orders and County Health Orders. Due to the mitigating circumstances during the State of Emergency and the City's immediate need, staff recommends approving a new contract with Studio Spectrum for cablecast services in order to preserve continuity of services.

Per South Pasadena Municipal Code 2.99-29(12) Professional and Contractual Services, contracts for services of specially trained and professional persons or businesses shall be exempt from bidding. The City last issued a Request for Proposals in August 2016 and received a total of two bids.

# Discussion/Analysis

Due to transition in staffing in the City Clerk's Office, the current contract with Studio Spectrum lapsed as of June 30, 2021. Studio Spectrum has maintained its hourly rate of \$150 in the

Studio Spectrum Contract Renewal February 16, 2022 Page 2 of 2

interim. The contract will be retroactive to July 1, 2021 with the proposed rate increase of \$15 (\$165 an hour) taking effect upon approval of the contract. The web streaming, archiving and indexing rate per video have also increased by a marginal amount. The renewed contract will be

The contract estimates 200 hours annually for the production of City Council and Planning Commission meetings and special meetings or events as needed. Additional hours have been included for the maintenance of audiovisual equipment and system upgrades.

The term of the proposed contract is through June 2024, and may be extended by mutual consent for an additional two years at the same rate.

CONTRACT TERM	Cablecast/ Video production	Video web streaming and archiving (per meeting)
Retroactive to July 1, 2021	\$150/hr	\$225 (w/o indexing) \$375 (w/indexing)
February 16, 2022 through June 30, 2024	\$165/hr	\$235 (w/o indexing) \$395 (w/indexing)
July 1 2024 – June 30, 2026	\$165/hr	\$235 (w/o indexing) \$395 (w/indexing)

# **Fiscal Impact**

There are sufficient funds available in the City Clerk's Division budget for Fiscal Year (FY) 2021-2022 to cover these services. Studio Spectrum will invoice the City monthly for actual work completed, not to exceed \$53,880 annually. Subsequently, the City Clerk Division will budget accordingly for the next Fiscal Year 2023-2024.

# **Commission Review and Recommendation**

This matter was not reviewed by a commission.

# **Legal Review**

The City Attorney has reviewed this item.

**Attachment:** Studio Spectrum Agreement

# **Attachment 1**

Studio Spectrum Agreement

# PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena [ Studio Spectrum, 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 STUDIO SPECTRUM, INC. ("Consultant").

# 2. RECITALS

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

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

# 3. **DEFINITIONS**

- 3.1. "Scope of Services": Such professional services as are set forth in Exhibit A.
- 3.2. "Agreement Administrator": The Agreement Administrator for this project is **Lucy Demirjian**, **Management Services Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This Professional Services Agreement Consultant Services

Page 1 of 17

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 forty-eight thousand, five hundred and eighty dollars (\$48,580) for fiscal year 2021/22;
- 3.5. "Commencement Date": July 1, 2021
- 3.6. "Termination Date": June 30, 2024.

# 4. TERM

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

# 5. CONSULTANT'S DUTIES

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

Professional Services Agreement – Consultant Services Page 2 of 17

- 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. Chief City Clerk 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

Professional Services Agreement – Consultant Services Page 3 of 17 as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

# 6. SUBCONTRACTING

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

# 7. COMPENSATION

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

Professional Services Agreement – Consultant Services Page 4 of 17

- 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, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

# 9. OWNERSHIP OF WRITTEN PRODUCTS

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

Professional Services Agreement – Consultant Services Page 5 of 17

# 10. RELATIONSHIP OF PARTIES

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

# 11. INDEMNIFICATION

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

Professional Services Agreement – Consultant Services Page 6 of 17

- 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: [Cablecast Operations]

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- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

•	Professional Liability Insurance:	\$1,000,000 per occurrence,
		\$2,000,000 aggregate

• General Liability:

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

• Workers' Compensation:

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

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Professional Services Agreement – Consultant Services Page 8 of 17

- 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, nonowned, 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.

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- 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: City Clerk's Division, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductables 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.

Professional Services Agreement – Consultant Services Page 10 of 17 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 Consultant

John Buckowski

Studio Spectrum, Inc. 1056 N. Lake Street

# If to City

Lucy Demirjian
Management Services Director
City of South Pasadena
Management Services Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7230

Facsimile: (626) 403-7211

Facsimile: (213) 542-5710

With courtesy copy to:
Andrew Jared, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado, Suite 850
Pasadena, CA 91101
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700

Burbank, CA 91502

Telephone: (818) 843-1610

### 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.

Professional Services Agreement – Consultant Services Page 12 of 17

- 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.

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

Professional Services Agreement – Consultant Services
Page 14 of 17

- 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"	"Consultant"
City of South Pasadena	Studio Spectrum, Inc.
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
By: Christina Muñoz, Deputy City Clerk	_
Date:	
Approved as to form:	
By:	_
By: Andrew Jared, City Attorney	
Date:	

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### **EXHIBIT A**

# SCOPE OF WORK

# **Cablecast Operations**

The contractor must effectively operate, or be trained to effectively operate, City-owned equipment located in the cablecast operations room.

- 1. Operate cablecast of, and video record, City Council and Planning Commission regular meetings, gavel-to-gavel, including no more than 60 minutes of pre-production programming.
- 2. Operate cablecast of, and video record, City Council and Planning Commission special meetings, gavel-to-gavel, including no more than 60 minutes pre-production programming, at the City's discretion.
- 3. Operate cablecast of, and video record, of events and special programming as requested by City staff.
- 4. Perform pre-meeting tune-up and testing of the audio and video broadcasting systems.
- 5. Perform necessary editing, including content assembly and character generation.
- 6. Monitor, integrate, and manage audio/visual presentations.
- 7. Analyze and troubleshoot system problems that may arise during a broadcast.

# Video Web Streaming and Archiving

The contractor must provide all necessary hardware and software components that will provide encoding, streaming, and archiving functionality to allow public users access to live and archived videos. In addition, the contractor must provide the following required features:

- 1. Hosted capacity for storage of at least six months of archived videos.
- 2. Hosted streaming capabilities to support a minimum of 100 concurrent users (and a demonstrable method of growth).
- 3. Indexing and archiving of videos requiring minimal or no engagement by City staff.
- 4. User-side software that integrates completely with Microsoft Internet Explorer.
- 5. Service must support cross-platform devices (Android/iOS devices).
- 6. The quality for web streamed video and archived video should be capable of near-HD quality.

# EXHIBIT B APPROVED FEE SCHEDULE

Description of Services	Estimated No. of Hrs. Per Year	Retroactive to July 1, 2021	through June 30, 2026	Annual Estimate
Cablecast of regular and special City Council and Planning Commission meetings.  (includes offsite Special Events: Single camera crew, including production equipment and post production editing.)	200	\$150/hr	\$165	\$33,000
System upgrades and regular maintenance of equipment	52	\$150/hr	\$165	\$8,580

	Estimate 4	Price Per Video Price Per Video		
Description of Services	Estimated meetings	Retroactive to July 1, 2021	through June 30, 2026	Annual Estimate
Video Web Streaming and Archiving of City Council meetings (with indexing).	24	\$375	\$395	\$9,480
Video Web Streaming and Archiving of Planning Commission meetings (no indexing).	12	\$225	\$235	\$2,420



# City Council Agenda Report

ITEM NO. 9

DATE:

February 16, 2022

FROM:

Andrew L. Jared, City Attorney

SUBJECT:

Confirmation of Amendment to Employment Agreement with City

Manager Arminé Chaparyan

### Discussion

City Manager Chaparyan has served as City Manager since May 31, 2021. Pursuant to the South Pasadena Municipal Code, the City Manager is appointed by Council on the basis of her administrative and executive ability and qualifications. The employment agreement establishes a salary of \$215,000.00 per year. The employment agreement requires that after six months of employment, an initial performance evaluation shall be conducted by the Council.

On February 2, 2022, the Council concluded the initial performance evaluation and voted unanimously to direct the City Attorney to return with a staff report and contract amendment to amend the City Manager employment agreement by increasing the base salary by three percent (3%). The base salary in Paragraph 3.A. of the employment agreement will be changed to \$221,450.00 per year, effective immediately. All other terms will remain unchanged.

In compliance with Government Code Section 54953(c)(3), the City Council must orally report a summary of the recommendation for final action for action on salaries, salary schedule, or compensation paid in the form of fringe benefits of a local agency executive in the meeting which the final action is to be taken. Such summary is as follows:

"The City Council is proposing to modify paragraph 3.A. of the employment agreement with Armine Chaparyan as City Manager by increasing the base salary of \$215,000 by three percent to \$221,450.00, with all other terms of the agreement to remain unchanged."

### Recommendation

It is recommended that the City Council authorize the Mayor to sign the amended employment agreement.

### **Fiscal Impact**

The salary increase of \$6,450.00 is within the budgeted amount for this position.

### Attachments:

1. Amended Employment Agreement with Arminé Chaparyan

274722.1

# **ATTACHMENT 1**

Amended Employment Agreement with Arminé Chaparyan

# AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED AGREEMENT is made and entered into this \_\_ day of February, 2022, by and between the CITY OF SOUTH PASADENA, California, a Municipal Corporation, hereinafter called the "City", and Arminé Chaparyan, hereinafter called "Employee."

# **RECITALS**

**WHEREAS,** Employee has served as City Manager from May 31, 2021 to present pursuant to an Employment Agreement dated May 5, 2021 ("Agreement"), and;

**WHEREAS**, pursuant to the Agreement, Employee was required to schedule an initial performance evaluation with the City Council six months after commencing as City Manager;

**WHEREAS**, the City Council concluded its initial performance evaluation on February 2, 2022, and desires to increase the salary stated in the Agreement by three percent (3%);

**NOW, THEREFORE,** in consideration of the mutual covenants contained, the parties agree as follows:

- 1. The annual base salary stated in paragraph 3.A. of the Agreement shall be increased to \$221,450.00, effective immediately; and
- 2. This Amended Agreement shall modify the terms of the Agreement only to the effect as stated herein. All other terms of the Agreement shall remain unchanged.

**IN WITNESS WHEREOF** the City of South Pasadena has caused this Amended Agreement to be signed and executed on its behalf by its Mayor and duty attested by its Chief City Clerk, and the Employee has signed and executed this Amended Agreement, both in duplicate as of the day and year first above written.

# Michael Cacciotti Mayor Arminé Chaparyan Arminé Chaparyan Date Arminé Chaparyan Approved as to Form: Christina Munoz DEPUTY CITY CLERK Arminé Chaparyan Arminé Chapar



# City Council Agenda Report

ITEM NO. 10

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ted Gerber. Public Works Director

Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT:

Adoption of a Resolution Authorizing Submittal of the CalRecycle SB

1383 Local Assistance Grant Program Application

## Recommendation

It is recommended that the City Council:

1. Adopt a resolution authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) SB1383 Local Assistance Grant Program; and

2. Authorize the City Manager to execute all documents required to obtain the grant.

### Background

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill does two things. First, it establishes targets to achieve a 75% reduction in disposal of organic waste by 2025. Second, it aims to prevent certain businesses from sending food to landfills, when such food can still be eaten. This provision attempts to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity.

To achieve the first goal, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (e.g., yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by CalRecycle. To achieve the second goal, jurisdictions must establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement.

The City of South Pasadena has taken several steps to meet the requirements of SB 1383. In 2021, the Athens' Contract Ad Hoc Committee was created to negotiate an amendment to the current agreement with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of the mandate. In November 2021, the City joined the San Gabriel Valley Regional Food Recovery Program to comply with SB 1383's edible food

SB1383 Local Assistance Grant Program Application February 16, 2022 Page 2 of 3

recovery regulations. Lastly, in December 2021, the South Pasadena City Council adopted the Mandatory Organic Waste Disposal Reduction Ordinance. On January 1, 2022, food scrap collection began for South Pasadena single-family homes.

In a separate action on the February 16, 2022 Council Meeting agenda, staff is recommending that the Council adopt a resolution under SB 619 to submit a Notification of Intent to Comply (NOIC) with SB 1383 to CalRecycle. This separate action allows CalRecycle to waive administrative civil penalties through calendar year 2022, for non-compliances as identified by South Pasadena, if the City implements the actions proposed in the notification.

# Discussion/Analysis

To assist with the implementation of regulation requirements, CalRecycle is offering the SB 1383 Local Assistance Grant Program, a non-competitive grant program which will provide one-time funding to local jurisdictions. These funds can be used to assist the jurisdiction in the various components of SB 1383 including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping.

The grant term begins on April 1, 2022 and ends on April 2, 2024. Grantees may incur costs only during the grant term. CalRecycle's estimated funding amount for the City of South Pasadena is \$34,687.

City staff anticipate prioritizing the funds for items that would assist residents and businesses with food scrap separation and collection, which may include organics barrels, food waste pails, education and outreach materials such as signage and labels, etc. Other items that will be considered are recordkeeping software and personnel costs. Once the grant is awarded, staff will finalize and share a priority list of items that the grant funding can offset. With the adoption of the resolution, staff will submit the grant application. Funds will be released by April 1, 2022 and will expire on April 2, 2024.

### **Fiscal Impact**

The Cal Recycle Grants program does not require a local match. The award amount is estimated at \$34,687. Funds must be placed into an interest-bearing account. Tracking and reporting of interest earned (if any) on the funds is not required. All interest accrued and received from the funds shall be used only for eligible expenses as indicated in the grant guidelines. Existing staff will apply for and manage the funds.

# **Environmental Analysis**

This item relates to a resolution authorizing submittal of a grant application, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15378 this activity does not meet the definition of the project, and is exempt from further CEQA analysis.

SB1383 Local Assistance Grant Program Application February 16, 2022 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.

Attachment: Resolution – SB1383 Local Assistance Grant Program Application Submittal

# **ATTACHMENT**

Resolution: SB1383 Local Assistance Grant Program Application Submittal

# CITY OF SOUTH PASADENA RESOLUTION NO.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF AN APPLICATION FOR THE SB1383 LOCAL ASSISTANCE GRANT PROGRAM

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants; and

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

**SECTION 1.** The City of South Pasadena City Council is authorized to submit an application to CalRecycle for the SB 1383 Local Assistance Grant Program.

**SECTION 2.** The City Manager, or designee, is hereby authorized and empowered to execute in the name of the City of South Pasadena all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

**SECTION 3.** These authorizations are effective for five (5) years from the date of adoption of this resolution.

**SECTION 4.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

# PASSED, APPROVED AND ADOPTED ON this 16th day of February, 2022.

	Michael A. Cacciotti, Mayor
ATTEST:	APPROVED AS TO FORM:
Christina Muñoz Deputy City Clerk	Andrew L. Jared, City Attorney
	Y OF SOUTH PASADENA ITY CLERK'S DIVISION
<u>CERTI</u>	FICATION OF RESOLUTION
STATE OF CALIFORNIA) COUNTY OF LOS ANGELES CITY OF SOUTH PASADENA	,
that Resolution No, was	y Clerk of the City of South Pasadena, do hereby certify so duly and regularly approved and adopted at a Regular this 16 <sup>th</sup> day of February, 2022, by the following votes as record in the Office of the City Clerk.
AYES:	·
NOES:	
ABSENT:	
ABSTAIN:	
	Christina Muñoz
	Deputy City Clerk

274775.1



# City Council Agenda Report

ITEM NO. 11

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ted Gerber, Public Works Director

Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT:

Adoption of a Resolution Authorizing Submittal of a Notification of

Intent to Comply with Senate Bill 1383 Regulations

# Recommendation

It is recommended that the City Council adopt a resolution authorizing the submittal of a "Notification of Intent to Comply" to the State of California Departments of Resources Recycling and Recovery's (CalRecycle) for compliance with SB1383 regulations.

# Background

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill does two things. First, it establishes targets to achieve a 75% reduction in disposal of organic waste by 2025. Second, it aims to prevent certain businesses from sending food to landfills, when such food can still be eaten. This provision attempts to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity.

To achieve the first goal, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (e.g., yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by CalRecycle. To achieve the second goal, jurisdictions must establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement.

The City of South Pasadena has taken several steps to meet the requirements of SB 1383. In 2021, the Athens' Contract Ad Hoc Committee was created to negotiate an amendment to the current agreement with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of the mandate. In November 2021, the City joined the San Gabriel Valley Regional Food Recovery Program to comply with SB 1383's edible food recovery regulations. Lastly, in December 2021, the South Pasadena City Council adopted the

Mandatory Organic Waste Disposal Reduction Ordinance. On January 1, 2022, food scrap collection began for South Pasadena single-family homes.

In a separate action on the February 16, 2022 Council Meeting agenda, staff is recommending that the Council adopt a resolution authorizing the submittal of a grant application to participate in the State of California Department of Resources Recycling and Recovery's (CalRecycle) SB1383 Local Assistance Grant Program.

# **Discussion/Analysis**

As jurisdictions are preparing to implement SB1383 regulations, many local governments are facing challenges due to the COVID-19 pandemic. In response, Governor Newsom signed SB 619 (Laird, Chapter 508, Statutes of 2021) into law to support local governments as they design and implement successful organic waste recycling programs throughout the state. The law authorizes CalRecycle to waive civil penalties if a jurisdiction submits a Notification of Intent to Comply (NOIC) for some or all of the regulatory requirements and successfully implements a plan to correct their violations. The written notification of intent to comply, adopted by resolution of the jurisdiction's governing body, must be sent to CalRecycle no later than March 1, 2022. CalRecycle may waive administrative civil penalties for the violations if the local jurisdiction implements the actions proposed in the notification.

City staff have worked diligently to meet the numerous requirements of SB 1383. As mentioned, the City joined the Regional Edible Food Recovery program to comply with the edible food diversion requirements; City Council adopted an ordinance mandating all residents and businesses to divert organic waste from landfill; and food scrap collection in single-family homes began on January 1, 2022. Currently, the City's Athens Ad Hoc Committee is working with Athens Services to complete contract negotiations and determine implementation details of the remaining requirements of SB 1383. Although staff have made significant progress, several requirements remain unmet and negotiations with the City's waste hauler are ongoing. City staff are working to complete the following remaining items:

- 1. Implementation of commercial and multifamily organic waste program.
- 2. Container color and labeling requirements.
- 3. Processing waivers granted by the jurisdiction.
- 4. Ongoing organic waste recovery education and outreach.
- 5. Procurement of recovered organic waste product and associated recordkeeping.
- 6. Development and implementation of paper procurement policy and associated recordkeeping.

City staff anticipate completing the remaining SB1383 requirements, including waste hauler contract negotiations, by July 1, 2022. However, City staff recommend submitting a NOIC to CalRecycle as a precaution to ensure that the City is protected against any penalties should this timeline change. The NOIC will include a plan of completion and will note the challenges the City faces in implementing SB 1383 amid impacts of COVID-19 including limited in-person inspections, meetings, and education; staff turnover; and supply chain issues. Without a NOIC,

the City would be subject to penalties related to the ongoing items listed above if they are not completed within the timeline.

# **Next Steps**

Upon adoption of the resolution, City staff will complete the Notification of Intent to Comply and submit to CalRecycle by the March 1, 2022 deadline.

# **Fiscal Impact**

Approval of the Notification of Intent to Comply from CalRecycle will waive any civil penalties, should there be any, against the City in regards to SB 1383 regulations. There is no other fiscal impact.

# **Environmental Analysis**

This project does not consist of operation, repair or maintenance of any existing utility facilities, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15301, this project is exempt from further CEQA analysis.

# **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: Resolution: SB619 Notification of Intent to Comply

# **ATTACHMENT**

Resolution: SB 619 Notification of Intent to Comply

#### CITY OF SOUTH PASADENA RESOLUTION NO.

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTORIZING SUBMITTAL OF A NOTIFICATION OF INTENT TO COMPLY WITH SENATE BILL 1383 REGULATIONS

WHEREAS, CalRecycle, in consultation with the California Air Resources Board, has adopted regulatory requirements (Regulations), consistent with the mandate of Senate Bill 1383 (Lara, 2016), that are designed to achieve the organic waste reduction goals established in Section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025; and

**WHEREAS**, the City of South Pasadena is a local jurisdiction required to comply with the Regulations; and

WHEREAS, the City of South Pasadena is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year; and

WHEREAS, Senate Bill 619 (Laird, 2021), through amendments to Section 42652.5 of the Public Resources Code (Statute), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a corrective action plan; and

**WHEREAS,** the City of South Pasadena is a local jurisdiction authorized by the Statute to submit a Notification of Intent to Comply for CalRecycle approval; and

**WHEREAS**, CalRecycle shall approve a Notification of Intent to Comply that is duly adopted by the jurisdiction by formal written resolution and meets the requirements of the Statute.

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

**SECTION 1.** The City of South Pasadena City Council hereby formally adopts the Notification of Intent to Comply attached as Exhibit "A."

**SECTION 2.** The City of South Pasadena City Council hereby authorizes and directs the City Manager, on its behalf, to submit the Notification of Intent to Comply attached as Exhibit "A" to CalRecycle for approval pursuant to the Statute.

**SECTION 3.** By submitting the Notification of Intent to Comply pursuant to and subject to the above referenced requirements, the City of South Pasadena represents and certifies that it will implement the proposed actions to remedy the violations according to the proposed schedule as approved by CalRecycle and in accordance with the Statute and Regulations.

**SECTION 4.** The City of South Pasadena by and through its City Manager also acknowledges and agrees to comply with any maximum compliance deadline in any corrective action plan that CalRecycle, in its sole discretion, determines to be necessary and appropriate under the circumstances for the correction of any violation(s) of the Statute and Regulations identified in its Notification of Intent to Comply.

PASSED, APPROVED AND ADOPTED ON this 16<sup>th</sup> day of February, 2022.

	Michael A. Cacciotti, Mayor			
ATTEST:	APPROVED AS TO FORM:			
Christina Muñoz	Andrew L. Jared, City Attorney			
Deputy City Clerk				

#### CITY OF SOUTH PASADENA CITY CLERK'S DIVISION

#### **CERTIFICATION OF RESOLUTION**

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF SOUTH PASADENA)
SS

I, Christina Muñoz, Deputy City Clerk of the City of South Pasadena, do hereby certify
that Resolution No, was duly and regularly approved and adopted at a Regular
meeting of the City Council on this 16th day of February, 2022, by the following votes as
the same appears on file and of record in the Office of the City Clerk.
AYES:
NOES:
ABSENT:
ABSTAIN:
Christina Muñoz
Deputy City Clerk

#### **EXHIBIT A**

#### **Notification of Intent to Comply - City of South Pasadena**

Please <u>clearly print or type</u> responses. Attach additional pages as necessary.			
1 : 1: 1: 1: 0: (0 1: 5			
Jurisdiction Name:City of South Pasadena	County:Los Angeles		
Person Completing the Form: First Name:Ted	Last Name:Gerber		
	Last Name:Gerber		
Title:Public Works Director			
Mailing Address:1414 Mission Street			
City:South Pasadena Zip Code:91030			
Email Address:tgerber@southpasadenaca.gov			
Phone Number: (626) 460-6392			
<ol> <li>Select using the check boxes below or write in the continuing violations for each applicable regulatory section. For each selection, please describe the specific violations related to the regulatory section.</li> <li>Example:         <ul> <li>(B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services</li> <li>i. Not implementing mandatory residential foodwaste collection for all residents. Note: City already provides mandatory greenwaste collection to all residents</li> <li>ii. Not implementing mandatory commercial organics collection for all businesses under 2 cubic yards. Note: City already provides mandatory commercial organics collection</li> </ul> </li> </ol>			
Disclaimer: The list of possible continuing violations of the regulations.	plations below is not inclusive of all potential		
<ul> <li>(A) 14 CCR section 18984 Combined Organic Waste Collection Services. This requirement is not included since the requirements are further specified in sections 18984.1-18984.11.</li> <li>☐ (B) 14 CCR section 18984.1 Three-Container Organic Waste Collection Services</li> <li>☐ (C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services</li> <li>☐ (D) 14 CCR section 18984.3 Unsegregated Single Container Collection Services</li> <li>☐ (E) 14 CCR section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services</li> </ul>			
<ul> <li>☐ (F) 14 CCR section 18984.5 Container Contamination Minimization</li> <li>☐ (G) 14 CCR section 18984.6 Recordkeeping Requirements for Container Contamination Minimization</li> <li>☐ (H) 14 CCR section 18984.7 Container Color Requirements</li> </ul>			
<ul> <li>I (I) 14 CCR section 18984.8 Container Labelin</li> <li>I (J) 14 CCR section 18984.11 Waivers Grantee</li> <li>I (K) 14 CCR section 18985.1. Organic Waste F</li> <li>I (L) 14 CCR section 18985.2. Edible Food Rec</li> <li>I (M) 14 CCR section 18985.3. Recordkeeping</li> </ul>	g Requirements d by a Jurisdiction Recovery Education and Outreach. covery Education and Outreach Requirements for a Jurisdiction's Compliance with		
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☐ (S) 14 CCR section 18991.1. Jurisdiction Edible Food Recovery Program
(T) 14 CCR section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food
Recovery Program
☐ (U) 14 CCR section 18992.1. Organic Waste Recycling Capacity Planning
☐ (V) 14 CCR section 18992.2. Edible Food Recovery Capacity
■ (W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target
(X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste
Procurement Target
(Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements
(Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper
Procurement
(AA) 14 CCR section 18994.2. Jurisdiction Annual Reporting
Note: This requirement is not included since jurisdictions are still expected to report to
CalRecycle.
☐(BB) 14 CCR section 18995.1. Jurisdiction Inspection Requirements
Note: Section 18995.1(a)(1) should not be included because a jurisdiction should already be
completing this action due to the requirements of PRC Chapter 12.9 (commencing with
Section 42649.8)
(CC) 14 CCR section 18995.2. Implementation Record and Recordkeeping Requirements
(DD) 14 CCR section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations
Note: This requirement is not included since jurisdictions are still expected to investigate
complaints.
(EE) 14 CCR section 18995.4. Enforcement by a Jurisdiction
Use the check box(es) below to write in the continuing violations for any regulatory section(s) not
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2. A detailed explanation of the reasons why the jurisdiction is unable to comply, supported by documentation, if applicable.

The City of South Pasadena is currently under negotiations with Athens Services to amend our contract. These negotiations will determine several items marked above including implementation of organic waste collection for businesses and multifamily (residential already implemented), container requirements, and ongoing outreach efforts. Negotiations have proven to be lengthy since the City has a unique backyard service waste collection model where residents provide their own containers. Supply chain issues will delay the procurement of recovered organic waste and compliant containers.

- 3. A description of the impacts of the COVID-19 pandemic on compliance. The COVID-19 pandemic delayed the formation of the Athens Ad Hoc Committee to negotiate our contract with our waste hauler. Staff faced challenges with scheduling in-person inspections and meetings, providing direct outreach/education, staff turnover, and unavailable funds that were used for pandemic relief.
- 4. Provide a description of the proposed actions the jurisdiction will take to remedy the violations with a proposed schedule for completing each action. The proposed actions shall be tailored to remedy the violations in a timely manner. See optional format below.

The Athens Ad Hoc Committee will continue negotiations to determine organic waste collection services for business and multifamily accounts, as well as, finalize an outreach and education plan. The amended contract will determine recovered organic waste procurement and container compliance. The remaining requiments and contract negotiations shall be completed by December 31, 2022 or sooner. City staff will complete the paper procurement policy by July 1, 2022. Compliant containers will be phased in over several years.

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge.

H. Ted Gerber	H. Ted Gerber	Public Works Director	2/8/22
Signature	Printed Name	Title	Date

Description of the proposed actions with proposed schedules the jurisdiction will take to remedy the violations. The proposed actions shall be tailored to remedy the violations in a timely manner.

Regulatory Requirement:			
(C) 14 CCR section 18984.2 Two-Container Organic Waste Collection Services			
Description:			
Not currently implementing mandatory commercial food waste collection for all businesses.			
Action Proposed Schedule			
ASK 1: Complete contract negotiations Date to be completed: April 2022			
TASK 2: Begin implementation Date to be completed: July 1, 2022			

#### **Regulatory Requirement:**

- (H) 14 CCR section 18984.7 Container Color Requirements
- (I) 14 CCR section 18984.8 Container Labeling Requirements

#### **Description:**

All customers provide their own containers with the City's Backyard Service waste collection model. City must provide new containers with standard color and labeling requirements to all residential accounts.

Action	Proposed Schedule	
TASK 1: Identify containers + funding	Date to be completed: January 2025 or earlier	
TASK 2: Procure containers	Date to be completed: January 2027 or earlier	
TASK 3: Deploy Zone 1 containers	Date to be completed: January 2028 or earlier	
TASK 4: Deploy Zone 2 containers	Date to be completed: January 2030 or earlier	
TASK 5: Deploy Zone 3 containers	Date to be completed: January 2032 or earlier	
TASK 6: Deploy Zone 4 containers	Date to be completed: January 2034 or earlier	
TASK 7: Deploy Zone 5 containers	Date to be completed: January 2036 or earlier	

#### **Regulatory Requirement:**

(J) 14 CCR section 18984.11 Waivers Granted by a Jurisdiction

#### **Description:**

Waivers and waiver process developed for AB1826. Need to work with Athens Services to update for SB1383.

Action	Proposed Schedule
TASK 1: Update requirements for waiver eligibility	Date to be completed: April 2022
TASK 2: Update forms and procedures	Date to be completed: April 2022
TASK 3: Work with Athens to inspect applicants	Date to be completed: May 2022
TASK 4: Grant waivers and begin recordkeeping	Date to be completed: July 1, 2022

Regulatory Requirement:				
(K) 14 CCR section 18985.1. Organic Waste Recovery Education and Outreach.				
<b>Description:</b> Outreach efforts are ongoing and will increase with the completion of the Athens				
contract negotiations.				
Action Proposed Schedule				
TASK 1: Complete contract negotiations with Date to be completed: April 2022				
Athens Services				
TASK 2: Continue to provide residents and	inue to provide residents and Date to be completed: May 2022			
businesses with letter, education, and signage				

Regulatory Requirement:				
(W) 14 CCR section 18993.1. Recovered Organic Waste Product Procurement Target				
(X) 14 CCR section 18993.2. Recordkeeping Requirements for Recovered Organic Waste Procurement				
Target				
Description: Recovered organic waste product and	procurement amount to be confirmed.			
Action Proposed Schedule				
TASK 1: Confirm required procurement amount	Date to be completed: April 2022			
TASK 2: Confirm procurement source Date to be completed: April 2022				
TASK 3: Meet procurement requirement if	Date to be completed: July 1, 2022			
negotiated through Athens Services contract and				
begin recordkeeping				
TASK 4: Procure recovered organic waste if not	Date to be completed: July 1, 2022			
negotiated with Athens contract and begin				
recordkeeping				

Regulatory Requirement:			
(Y) 14 CCR section 18993.3. Recycled Content Paper Procurement Requirements			
(Z) 14 CCR section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement			
Description:			
Action Proposed Schedule			
TASK 1: Create internal paper procurement policy Date to be completed: May 2022			
and educate employees			
TASK 2: Begin procurement and recordkeeping	Date to be completed: July 1, 2022		



#### City Council Agenda Report

ITEM NO. 12

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ted Gerber, Director of Public Works

Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT:

Approve Upgrade of Clean Power Alliance's Default Energy Option to One Hundred Percent "Green" Renewable Energy for the City's

**Commercial Customers** 

#### Recommendation

It is recommended that the City Council approve an upgrade of Clean Power Alliance's default energy option for the City's commercial accounts from the fifty percent "Clean" renewable energy option to the one hundred percent "Green" renewable energy option.

#### Background

Clean Power Alliance (CPA) (<a href="www.cleanpoweralliance.org">www.cleanpoweralliance.org</a>) is a nonprofit entity, formed through a Joint Powers Authority (JPA), and made up of more than 30 public agencies across Los Angeles and Ventura counties, including the City of South Pasadena. CPA acquires renewable or "green" energy (solar, wind, water) sourced locally and regionally to bring clean, renewable power choices to our community.

Clean Power Alliance became the City's residential electricity provider in February 2019, and commercial electricity provider in May 2019. As part of the City's commitment to protecting the environment and building resiliency, South Pasadena chose to select 100% Green Power as the default option for residential customers, which provides 100% renewable energy through South California Edison's (SCE) electrical infrastructure. Customers enrolled in discount programs such as California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) were also enrolled in 100% Green Power, but charged the same rates as they were previously paying to SCE, and therefore saw no increase in cost.

The City also chose to select 50% Clean Power as the default option for commercial customers, which provides 50% renewable energy through SCE's systems. All customers have the opportunity to change their service option or opt out of clean energy altogether at any time. Clean Power Alliance's third rate option is Lean Power, which provides 40% renewable energy.

Clean Power Alliance 100% Renewable Default for Commercial Customers February 16, 2022
Page 2 of 4



Provides 40% renewable content at the lowest possible cost—with the added benefit of local management and control.

For more information, visit: https://cleanpoweralliance.org/ rate-options/36-option/



Provides 50% renewable content and the opportunity to support building a cleaner future, all at cost competitive rates.

Current default option for commercial accounts.

For more information, visit: https://cleanpoweralliance.org/ rate-options/50-option/



Provides 100% renewable content and the opportunity to be an environmental champion—leading the way to a greener future.

Current default option for residential accounts.

For more information, visit: https://cleanpoweralliance.org/ rate-options/100-option/

#### Discussion/Analysis

The current default rate for commercial Clean Power Alliance customers is the Clean Power rate which provides electricity from 50% renewable sources. It is recommended that City Council approve to upgrade this default rate to the Green Power rate, which provides 100% renewable energy. As of September 27, 2021, of the City's 1,369 commercial CPA accounts, 17 have opted to a less expensive rate at the 40% Lean Power level, and 106 have opted to increase to the 100% Green Power. The remaining 1,246 (or approximately 91%) commercial accounts took no action and remain at the default 50% Clean Power.

Of the City's 10,322 residential CPA accounts, 477 opted to a less expensive rate: 399 users opted for 40% Lean Power, and 78 users opted for 50% Clean Power. Similar to the commercial accounts, an overwhelming majority of the residential accounts (the remaining 9,845 or approximately 95%) took no action and remained at the default 100% Green Power. Overall, approximately 95% of all CPA accounts remain at their default option.

Account Type	Lean Power	Clean Power	Green Power	Total	% remaining at Default
Commercial	17	1,246 (default)	106	1,369	91%
Residential	399	78	9,845 (default)	10,322	95%
Total	416	1,324	9,951	11,691	95%

Changing the default commercial rate to 100% Green Power has a profound environmental impact, furthering South Pasadena's commitment and leadership in sustainability. The upgrade would avoid the generation of 16.3 million pounds of greenhouse gas (GHG) emissions – similar to removing 7,400 cars from roads, and has the impact of offsetting the same amount of carbon as 122 trees for 10 years.

Based on typical energy use, CPA has estimated that the average increase in cost for small commercial businesses to change from Clean Power to Green Power is approximately \$5 per month. As before, customers have the opportunity to opt to another lower cost service level, or opt out of the CPA at no extra charge. Business owners can visit <a href="www.cleanpower.org/rate-options">www.cleanpower.org/rate-options</a> to learn what the proposed change would look like for their specific account.

With minimal financial impact, upgrading the commercial default option to 100% Clean Power provides a convenient way for businesses to join the City's commitment to becoming more sustainable and allows them to promote themselves as a "Green" business. Businesses at the 100% Green Power level will also be able to participate in CPA's Green Leader Program, which provides several benefits including recognition in media, promotional materials such as decals and web badges, listing in CPA's Green Leaders directory, and more.

Lastly, this change will align South Pasadena's service levels with the 15 other CPA member agencies who have selected the 100% Green Power default option for all accounts, residential and commercial alike.

#### **Alternatives Considered**

The City can elect to make no change and all accounts will remain as they currently are. Customers can individually opt to the higher level of clean power.

#### **Commission Review and Recommendation**

This matter was not reviewed by a commission.

#### **Community Outreach**

Members of the South Pasadena Chamber of Commerce received a presentation at the January 25, 2022 Chamber Shop Talk event. Upon approval of this rate change, City staff will distribute information of the change via City blog, social media, and mailers to businesses. Clean Power Alliance will also distribute information to all commercial accounts.

Clean Power Alliance 100% Renewable Default for Commercial Customers February 16, 2022 Page 4 of 4

#### **Next Steps**

- 1. If approved, City staff will distribute a flyer/mailer to all businesses to inform them of the change. The proposed change will be highlighted on City social media and the City blog.
- 2. Businesses will receive correspondence from CPA in August 2022 (60 days prior to the October 2022 effective date) informing them of the pending change in default product to Green, 100% renewable energy.
- 3. Businesses can then request to remain at the current 50% Clean rate by contacting CPA or do nothing and be automatically switched to the new default 100% Green option in October 2022. As before, customers can opt out at any time without penalty.
- 4. After the default change takes effect, businesses will receive a second correspondence from CPA confirming the default change.

#### **Fiscal Impact**

If approved, this change will have no fiscal impact to the City. CPA indicates that the average increase in cost for small commercial businesses to change from Clean Power to Green Power is approximately \$5 per month. Customers have the opportunity to opt for another service level at a lower cost, or opt out of the CPA completely with no penalties.

#### **Environmental Analysis**

This is an update to utility rates and energy supplies, where no physical facilities or improvements are constructed, therefore, per 2021 California Environmental Quality Act (CEQA) Statue and Guidelines, Article 19, Section 15378 this activity does not meet the definition of the project and is exempt from further CEQA analysis.

#### **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: Clean Power Alliance Presentation

#### **ATTACHMENT**

Clean Power Alliance Presentation

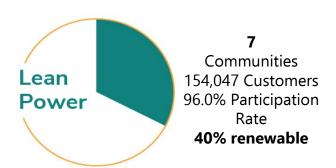


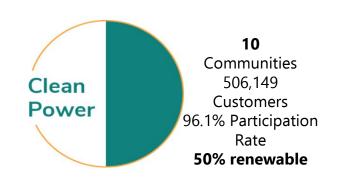
# South Pasadena Commercial Default Rate Change

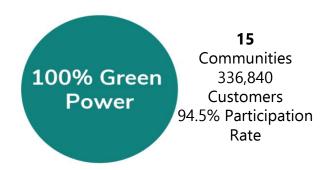
January 25, 2022



# **Current Default Levels in CPA Territory**







Santa Monica



- **♦** Camarillo
- **Hawthorne**
- ♦ Paramount
- ♦ Simi Valley
- Temple City
- Westlake Village



- Beverly Hill
- Carson
- Claremont
- Downey

- Hawaiian Gardens
- Los Angeles Co.
- Moorpark
- Redondo Beach
- ♦ Whittier

- Agoura Hills 🐈
- Calabasas + Sierra Madre
- Culver City **f** South Pasadena\*
- Malibu † Thousand Oaks
- Manhattan Beach 🖊 Ventura County
- Ojai † Ventura
- Rolling Hills
  Estates\*

Default change to 100% Green scheduled in October 2022 (348,365 customers)

Default change to Clean Power scheduled for October 2022

Considering a default change to 100% Green

\*Green for residential customers only Low-income customers in 100% Green default communities receive 100% renewable energy at the Clean Power rate





## Impact of a South Pasadena Commercial Default Change

- ★ Environmental: For South Pasadena alone
  - Avoids 16.3 million pounds of GHG emissions
  - Like taking 7,400 cars off the roads
  - Has the impact of offsetting the same amount of carbon as 122 trees for 10 years
- Customer cost
  - About \$5 more per month for a typical small business
- Furthers South Pasadena's leadership on sustainability
- ♣ Aligns default energy product for commercial customers with residential customers – YOUR customers
  - South Pas residential customers started receiving service from CPA at 100% Green default in Feb. 2019 - 95% remain at the Green rate





### **Commercial Default Change Implementation**

- ♦ NOW:
  - Can go to <a href="www.cleanpower.org/rate-options">www.cleanpower.org/rate-options</a> to learn impact of proposed change on your account (need SCE account number)
- ★ 60 DAYS PRIOR to default change becoming effective in October (August):
  - Will receive correspondence from CPA reminding of pending change in default product to Green, 100% renewable energy
  - Can then request to remain at current 50% Clean rate by:
    - Calling Customer Support at 888-585-3788
    - Visiting <u>www.cleanpower.org/rate-options</u>
- ◆ AFTER default takes effect:
  - Can change rate option at any time, to any CPA product or return to SCE
  - Participate in CPA Green Leader program
  - Will receive a second correspondence from CPA confirming default change





Powered by

100% Green

Energy.

CPA CLEAN POWER ALLIANCE

## **Next Steps**

- Upon City Council approval:
  - City staff will distribute a flyer/mailer to be hand-delivered to business community
  - Proposed change will be highlighted on City social media, City Scoop blog
  - Will receive correspondence from CPA reminding of pending change
- Questions? Contact Deputy City Manager Domenica Megerdichian, Management Analyst Mary Jerejian or City Councilmember Diana Mahmud







#### City Council Agenda Report

ITEM NO. 13

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Paul Riddle, Fire Chief

Chris Szenczi, Fire Division Chief

SUBJECT:

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

Vegetation

#### Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7748, adopt by motion an order directing the abatement of hazardous vegetation.

#### Commission Review and Recommendation

This matter was not reviewed by any commission.

#### **Community Outreach**

On or before February 1, 2022, the County of Los Angeles Agricultural Commissioner's Office sent out annual weed abatement notices to property owners of the properties identified in Resolution No. 7748 advising them of the Public Hearing.

#### Discussion/Analysis

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

The 2022 Los Angeles County Declaration list identified 90 properties in the City that require an inspection and or clearance of hazardous vegetation.

Public Hearing on Weed Abatement February 16, 2022 Page 2 of 2

#### **Next Steps**

- 1. Adopt by motion an order directing the abatement of hazardous vegetation.
- 2. Once approved by the City Council, the City Clerk will send a copy of the Abatement Order to the County of Los Angeles.
- 3. The County of Los Angeles will send notices to property owners of the unimproved properties identified in the report advising them that the seasonal growth of brush and weeds constitutes a fire hazard and needs to be abated. If property owners elect not to abate the hazardous vegetation, the County of Los Angeles will facilitate the abatement and add the charges to the owner's annual property tax assessment. These charges will be brought back to the City Council and confirmed at a Public Hearing in July 2022.

#### **Background**

The vegetation management program offered through the County of Los Angeles is an efficient and effective method to mitigate the fire hazards associated with the annual growth of grass, brush, and native vegetation. Fire Department staff works closely with the Agricultural Commissioner's Office to respond to questions from homeowners relating to brush clearance and hazard abatement procedures. Deputy Director/Bureau Chief Raymond B. Smith of the Agricultural Commissioner's office sent notice to the owners of each of the affected properties on or before February 1, 2022, advising them of the need to maintain parcels free from hazardous vegetation. The annual weed abatement notice also advised property owners that the City will be holding a Public Hearing on February 16, 2022, to hear any objections.

#### **Legal Review**

The City Attorney has reviewed this item.

#### **Fiscal Impact**

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

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

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

#### Attachments:

- 1. Resolution No. 7748
- 2. Abatement Order, Los Angeles County
- 3. 2022 Los Angeles County Declaration List "Exhibit A"
- 4. Weed Abatement Service Agreement

# **ATTACHMENT 1**Resolution

#### RESOLUTION NO. <u>7748</u>

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

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

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

- **SECTION 1.** That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or which are otherwise noxious, dangerous, or a public nuisance.
- **SECTION 2.** That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.
- **SECTION 3.** That by reason of the foregoing fact, the weeds, brush, rubbish, dry grass, stubble, refuse, or other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.
- **SECTION 4.** That the private property, together with streets and sidewalks in front of same herein referred to, is more particularly described as follows, to wit: That certain property described in the attached list hereto as "Exhibit A," and by this reference made a part hereof as though set forth in full at this point.
- **SECTION 5.** The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

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

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

Notice is hereby given that on February 2, 2022, the City Council of the City of South Pasadena passed or will pass a resolution declaring noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish refuse were growing or occurring upon or in front of said property on certain streets in said city or unincorporated area of the County of Los Angeles, and more particularly described in the resolution, and that they constitute a fire hazard or public nuisance which must be abated by the removal of said noxious or dangerous vegetation, rubbish and refuse, otherwise they may be removed and the nuisance abated by County authorities and the cost of removal assessed upon the land from or in front of which the noxious or dangerous vegetation, rubbish and refuse are removed, and such cost will constitute a special assessment against such lots or lands. Reference is hereby made to said resolution for further particulars. In addition, the Board of Supervisors authorized and directed the Agricultural Commissioner to recover its costs of details. All property owners having any objections to the proposed removal of noxious or dangerous vegetation, rubbish and refuse and the recovery of inspection costs, are hereby notified that they may attend a Public Hearing of the City Council of said city to be held at 1424 Mission Street, South Pasadena, CA 91030, in the Council Chamber on February 16, 2022, at 7:00 p.m., where their objections will be heard and given due consideration. If the property owner does not want to present objections to the proposed removal of the noxious or dangerous vegetation including weeds, brush, tumbleweeds, sagebrush, and chaparral or rubbish and refuse, or the recovery of inspection costs, the owner need not appear at the above-mentioned hearings.

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

**BE IT FURTHER RESOLVED THAT** the 16<sup>th</sup> day of February, 2022, at the hour of 7:00 p.m. of said day, is the day and hour, and the meeting room of the City Council (virtual meeting room pursuant to AB 361 Government Code section 54953, subdivision (e)(3)) of the City of South Pasadena is fixed by this City Council as the place when and where any and all property owners having any objections to the aforesaid proposed removal of weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material may appear before the City Council and show cause why said weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

**BE IT RESOLVED THAT** the notices to destroy weeds, brush, rubbish, dry grass, stubble, refuse or other flammable material hereinbefore referred to shall be mailed by said Agricultural Commissioner/Director of Weights and Measures at least ten days prior to February 16, 2022.

PASSED, APPROVED AND ADOPTED ON this 2<sup>rd</sup> day of February, 2022.

	/s/	
	Michael A. Cacciotti, Mayor	
4 <b>2000</b> 2 C	1 PPP 02/PP 1 0 F0 P0 P1	
ATTEST:	APPROVED AS TO FORM:	
/s/	/s/	
Christina Muñoz, Deputy City Clerk	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  $2^{rd}$  day of February, 2022, by the following vote:

Mahmud, Zneimer, Donovan, Primuth, Cacciotti **AYES:** 

None **NOES:** 

**ABSENT:** None

ABSTAINED: None

/s/ Christina Muñoz, Deputy City Clerk

#### **ATTACHMENT 2**

Abatement Order, Los Angeles County

|--|

FOLLOWING THE PUBLIC HEARING HELD FEBRUARY 16, 2022, IN THE MATTER OF RESOLUTION TO ABATE NOXIOUS WEEDS, RUBBISH, AND REFUSE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, BY MOTION ADOPTED AN ORDER DIRECTING THE AGRICULTURAL COMMISSIONER/DIRECTOR OF WEIGHTS AND MEASURES TO ABATE THE NUISANCE BY HAVING THE WEEDS, RUBBISH, AND REFUSE REMOVED.

#### CITY COUNCIL OF THE CITY OF SOUTH PASADENA

		BY:	Michael A. Cacciotti, Mayor	
ATTI	EST:			
BY:	Christina Muñoz, Deputy City Clerk			
Date:				

#### **ATTACHMENT 3**

2021 Los Angeles County Declaration List "Exhibit A"

# Exhibit A

# 2022 LOS ANGELES COUNTY DECLARATION LIST CITY OF SOUTH PASADENA KEY OF F, CITY CODE 654 (UNIMPROVED)

5308 027 018 HARRIMAN AVE		5308 027 017 HARRIMAN AVE	5308 027 016 HARRIMAN AVE	5308 027 008 HARRIMAN AVE	5308 027 007 HARRIMAN AVE	5308 025 027 PETERSON AVE	5308 024 034 1903 H/	5308 024 017 HANSCOM DR	5308 023 015 HANSCOM DR	5308 023 008 PETERSON AVE	5308 023 007 PETERSON AVE	5308 022 009 HANSCOM DR	5308 022 005 HANSCOM DR	5308 022 004 HANSCOM DR	5308 022 003 HANSCOM DR	5308 022 002 HANSCOM DR	5308 021 001 HANSCOM DR	5308 020 027 HANSCOM DR	5308 002 072 CAMINO DEL SOL	5308 002 070 HANSCOM DR	5308 002 064 CAMINO DEL SOL	PARCEL LC
							1903 HANSCOM DR													OM DR	O DEL SOL	LOCATION
	HILL DR PROPERTIES LLC	HILL DR PROPERTIES LLC	HILL DR PROPERTIES LLC	HILL DR PROPERTIES LLC	HILL DR PROPERTIES LLC	CHU, WILLIAM	LIU,QUAN	MASSAROTTI, ROBER L AND	YELDING SOLAN, JOHN P TR	NANSEN, MARK TR	JAMJOOM,TALAL M	QUINN, WALTER A	BOGDAN, SANDOR & NITZA	KWONG DEVELOPMENT INC	KWONG DEVELOPMENT INC	BROSMAN, NICOLE A	WINTER, ERIC	WINTER, ERIC	S AND E ASSOCIATES	LEVY,SAMUELS	LS AND E ASSOCIATES	OWNER
	3743 MENTONE AVE UNIT 6	3743 MENTONE AVE UNIT 6	3743 MENTONE AVE UNIT 6	3743 MENTONE AVE UNIT 6	3743 MENTONE AVE UNIT 6	1825 HANSCOM R	121 N SAN GABRIEL BLVD	PO BOX 3552	461 E BLITHEDALE AVE	2145 HANDSCOM DR	453 E PUTNAM AVE APT 1L	PO BOX 51	5825 KESTER AVE	1743 CAMINO LINDO	1743 CAMINO LINDO	353 MONTEREY RD	P O BOX 3702	P O BOX 3702	P O BOX 556537	P O BOX 556537	P O BOX 556537	MAILING ADDRESS
	LOS ANGELES CA	LOS ANGELES CA	LOS ANGELES CA	LOS ANGELES CA	LOS ANGELES CA	SOUTH PASADENA CA	SAN GABRIEL CA	SOUTH PASADENA CA	MILL VALLEY CA	SOTH PASADENA CA	COS COB CT	SOUTH PASADENA CA	SHERMAN OAKS CA	SOUTH PASADENA CA	SOUTH PASADENA CA	SOUTH PASADENA CA	SOUTH PASADENA CA	SOUTH PASADENA CA	LOS ANGELES CA	LOS ANGELES CA	LOS ANGELES CA	CITY/STATE
	90034	90034	90034	90034	90034	91030	91775	91031	94941	91030		91031	91411	91030	91030	91030	91031	91031	90055	90255	90055	ZIP

# 2022 LOS ANGELES COUNTY

DECLARATION LIST  CITY OF SOUTH PASADENA  KEY OF F, CITY CODE 654 (UNIMPROVED)
--

91030	SOUTH PASADENA CA	810 ROLLIN ST	FRANCO, LUCIO AND OLIVIA	L9 KOLLE AVE	5311 007 019 KOLLE AVE
91030	SOUTH PASADENA CA	538 MISSION ST	99 PASADENA AVE LLC	18 5 PASADENA AVE	5311 001 018
91024	SIERRA MADERE CA	298 W HIGHLAND AVE	ZHUANA, JINRU	L1 ONEONTA DR	5310 026 011
91024	SIERRA MADERE CA	298 W HIGHLAND AVE	ZHUANA, YAN	010 ONEONTA DR	5310 026 01
91745	HACIENDA HEIGHTS CA	3398 HEATHER FIELD DR	KAROGLU, VARUJAN	013 BONITA AVE	5310 022 01
91108	SAN MARINO CA	950 HUNTINGTON DR	TARMASAL INC	009 BONITA AVE	5310 021 00
91108	SAN MARINO CA	2960 HUNTINGTON DR	NGUYEN, TIM HOANG COTR	004 HULBERT AVE	5308 034 00
91030	SOUTH PASADENA CA	1900 PETERSON AVE	KWONG, EUNIA YOON	15 PETERSON AVE	5308 032 045
91030	SOUTH PASADENA CA	1900 PETERSON AVE	KWONG, EUNIA YOON	044 PETERSON AVE	5308 032 04
91732	EL MONTE CA	12012 LOWER AZUSA RD	YANG, ABRAHAM CST DN	012 HANSCOM DR	5308 032 01
91030	SOUTH PASADENA CA	710 FARVIEW AVE	DUNAWAY, CAM T TR	009 PETERSON AVE	5308 032 00
90032	LOS ANGELES CA	4641 S HUNTINGTON DR	LEUNG, ERIC W AND NANCY X	006 PETERSON AVE	5308 032 00
91030	SOUTH PASADENA CA	156 PETERSON AVE	YAO, CAROLINE	55 PETERSON AVE	5308 031 055
91030	SOUTH PASADENA CA	156 PETERSON AVE	YAO, CAROLINE	054 PETERSON AVE	5308 031 05
91030	SOUTH PASADENA CA	156 PETERSON AVE	YAO, CAROLINE	3 PETERSON AVE	5308 031 053
91030	SOUTH PASADENA CA	156 PETERSON AVE	YAO, CAROLINE	52 PETERSON AVE	5308 031 052
	COS COB CT	453 E PUTNAM AVE APT 1L	JAMJOOM,TALAL M	042 PETERSON AVE	5308 031 04
	COS COB CT	453 E PUTNAM AVE APT 1L	JAMJOOM,TALAL M	11 PETERSON AVE	5308 031 041
	COS COB CT	453 E PUTNAM AVE APT 1L	JAMJOOM,TALAL M	040 PETERSON AVE	5308 031 04
	COS COB CT	453 E PUTNAM AVE APT 1L	JAMJOOM,TALAL M	39 PETERSON AVE	5308 031 039
91108	SAN MARINO CA	950 HUNTINGTON DR	TARMASAL INC	001 PETERSON AVE	5308 031 00
90034	LOS ANGELES CA	3743 MENTONE AVE UNIT 6	HILL DR PROPERTIES LLC	5308 027 020 HARRIMAN AVE	5308 027 02
ZIP	CITY/STATE	MAILING ADDRESS	OWNER	LOCATION	PARCEL

91101	PASADENA CA	249 N EUCLID AVE UNIT 212	CASSENAER, STUN	5311 017 021 WARWICK AVE	5311 017 021
91101	PASADENA CA	249 N EUCLID AVE UNIT 212	CASSENAER, STUN	020 WARWICK AVE	5311 017 020
91709	CHINO HILLS CA	2396 SCENIC RIDGE DR	WEIE 2008 LLC	ST ALBANS AVE	5311 015 023
91709	CHINO HILLS CA	2396 SCENIC RIDGE DR	WEIE 2008 LLC	ST ALBANS AVE	5311 015 022
91789	WALNUT CA	20534 SAN GABRIEL VALLEY DR	HOFF, DAVID C	ST ALBANS AVE	5311 015 006
91789	WALNUT CA	20534 SAN GABRIEL VALLEY DR	HOFF, DAVID C	SAINT ALBANS AVE	5311 015 005
95350	MODESTO CA	260 W RUMBLE APT A	QUARESMA, DIANE TR	INDIANA AVE	5311 014 048
91030	SOUTH PASADENA CA	1507 INDIANA AVE	NEGRETE, TONY CO TR	014 043 INDIANA AVE	5311 014 043
90026	LOS ANGELES CA	1441 LAKE SHORE AVE	LI,DAVID S	INDIANA AVE	5311 014 042
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	MONTEREY RD	5311 010 030
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	010 029 MONTEREY RD	5311 010 029
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	MONTEREY RD	5311 010 028
91030	SOUTH PASADENA CA	259 MONTEREY RD	CASEBEER, PAUL	010 027 MONTEREY RD	5311 010 027
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	MONTEREY RD	5311 010 015
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	MONTEREY RD	5311 010 012
91745	HACIENDA HEIGHTS CA	2211 S HACIENDA BLVD UNIT 110	MPPA LP	010 MONTEREY RD	5311 010 010
91030	SOUTH PASADENA CA	300 CAMINO DEL CIELO	KWOK, GEORGE AND	CAMINO DEL CIELO	5311 009 058
92618	IRVINE CA	330 GODDARD	AIT MANAGEMENT LLC	CAMINO DEL CIELO	5311 009 057
91030	SOUTH PASADENA CA	1457 OAKCREST AVE	WILMS, NANCY M AND ROBERT S	CAMINO DEL CIELO	5311 009 056
91031	SOUTH PASADENA CA	PO BOX 686	WILLIAMSON, KATHLEEN DTR	CAMINO DEL CIELO	5311 009 055
91789	WALNUT CA	20045 E SKYLINE DR	RETINO, CLAIROSE B	ST ALBANS AVE	5311 008 039
90013	LOS ANGELES CA	420 S SAN PEDRO ST APT 208	KIM,JOSEPH W	ST ALBANS AVE	5311 008 033
ZIP	CITY/STATE	MAILING ADDRESS	OWNER	LOCATION	PARCEL

91107	PASADENA CA	2247 WHITE ST	SETO, VANESSA AND	INDIANA AVE	5314 008 014 INDIANA AVE
11231	BROOKLYN NY	60 SUMMIT ST UNIT 3	GETMAN, DANA LAND	ALTA VISTA AVE	5314 007 017
91016	MONROVIA CA	546 N ALTA VISTA AVE	SMITH, ALMA L TR	ALTA VISTA AVE	5314 006 005 /
10017	NEW YORK NY	529 5TH AVE 4TH FL	VALENSI, NICHOLAS AND	045 ALTA VISTA AVE	5314 005 045
91030	SOUTH PASADENA CA	716 VALLEY VIEW RD	KIM, YONG J AND	619 INDIANA TERR	5314 005 021
91108	SAN MARINO CA	950 HUNTINGTON DR	TARMASAL INC	017 INDIANA TERR	5314 005 017
90066	LOS ANGELES CA	11724 CULVER BLVD #9	THAM, ERNEST Y AND JANET C AND	022 OAKHILL AVE	5312 020 022
90066	LOS ANGELES CA	11724 CULVER BLVD #9	THAM, ERNEST Y AND JANET C AND	OAKHILL AVE	5312 020 012
94026	MENLO PARK CA	PO BOX 4012	HUANG, KM AND KE FAMILY LTD	049 HARRIMAN AVE	5312 017 049 1
94026	MENLO PARK CA	PO BOX 4012	HUANG,KING AND	044 HARRIMAN AVE	5312 017 044
94026	MENLO PARK CA	PO BOX 4012	HUANG,KING AND	043 HARRIMAN AVE	5312 017 043
94026	MENLO PARK CA	PO BOX 4012	HUANG, KING M CO TR	042 HARRIMAN AVE	5312 017 042
91105	PASADENA CA	84 CLUB RD	GAVINA, FRANCISCO	HILL DR	5312 017 025
90039	LOS ANGELES CA	2850 RIVERSIDE DR APT 421	ISLS PROPERTIES LLC	017 HARRIMAN AVE	5312 016 017
90039	LOS ANGELES CA	2850 RIVERSIDE DR APT 421	ISLS PROPERTIES LLC	016 HARRIMAN AVE	5312 016 016
90015	LOS ANGELES CA	330 W 11TH ST UNIT C09	PARK, KON SOK AND	015 HARRIMAN AVE	5312 016 015
91104	PASADENA CA	2482 BRIGDEN RD	YAMAMURO,HITOMI TR	014 HARRIMAN AVE	5312 016 014
91101	PASADENA CA	766 COLORADO BLVD STE 102	SOUTH PASADENA VILLAS LLC	MONTEREY RD	5312 002 025
91101	PASADENA CA	766 COLORADO BLVD STE 102	SOUTH PASADENA VILLAS LLC	009 MONTEREY RD	5312 002 009
91101	PASADENA CA	766 COLORADO BLVD STE 102	SOUTH PASADENA VILLAS LLC	008 MONTEREY RD	5312 002 008 1
91101	PASADENA CA	766 COLORADO BLVD STE 102	SOUTH PASADENA VILLAS LLC	007 MONTEREY RD	5312 002 007
91031	SOUTH PASADENA CA	PO BOX 3285	90 92 MONTEREY LLC	MONTEREY RD	5312 002 005 MONTEREY RD
ZIP	CITY/STATE	MAILING ADDRESS	OWNER	LOCATION	PARCEL

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CITY OF SOUTH PASADENA  KEY OF F, CITY CODE 654 (UNIMPROVED)  LOCATION  OWNER  OWNER  MAILING ADDRESS  CITY/STATE  SOUTH PASADENA CA  LEE,TYLER AND  PAN, CHIU SUNG AND  1423 MAPLE ST  SOUTH PASADENA CA	TOAL VACANT/IMPROVED RECORDS TOTAL UNIMPROVED RECORDS	TOAL V		
CITY OF SOUTH PASADENA  KEY OF F, CITY CODE 654 (UNIMPROVED)  ATION  OWNER  OWNER  857 BANK ST	SOUTH PASADENA CA	1423 MAPLE ST	PAN, CHIU SUNG AND	LLIN ST
CITY OF SOUTH PASADENA  KEY OF F, CITY CODE 654 (UNIMPROVED)  OWNER  MAILING ADDRESS	SOUTH PASADENA CA	857 BANK ST	LEE, TYLER AND	NK ST
CITY OF SOUTH PASADENA  KEY OF F, CITY CODE 654 (UNIMPROVED)	CITY/STATE	MAILING ADDRESS	OWNER	LOCATION
		OF SOUTH PASADENA ITY CODE 654 (UNIMPROVED)	CITY KEY OF F, C	

91030 91030 ZIP

5314 026 050 ROLLIN ST 5314 018 010 BANK ST

PARCEL

LOS ANGELES COUNTY 2022

**TOTAL RECORDS** 

90 90

#### **ATTACHMENT 4**

Weed Abatement Service Agreement

#### WEED ABATEMENT SERVICE

#### **AGREEMENT**

THIS AGREEMENT, dated upon execution by both parties, is made by and between the County of Los Angeles, hereinafter referred to as "County," and the <u>CITY OF SOUTH</u>
<u>PASADENA</u>, hereinafter referred to as "City."

#### **RECITALS:**

- (a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on both unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.
- (b) The County is agreeable to rendering such weed abatement services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is currently, and shall be hereinafter during the term of this agreement, provided for in the unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on parcels in tax default.

The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to that detailed within the Los Angeles County Fire Code, sections 325.2.1 and 325.2.2, and this standard being the same which currently applies in the unincorporated areas of the County of Los Angeles unless some other standard is requested by the City in writing.

- To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officers, agents, and employees.
- 3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.
- 4. No City Employee as such shall be made into, or considered to be, an employee of the County, and no person employed by the County hereunder shall be granted any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer

or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation and/or indemnification to any County employee for any injury or sickness arising out of that person's employment.

6. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and is hereby made a part of and incorporated into this agreement as if set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement, and the City executes such a revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

The City understands and agrees that the fire protection indemnity provided in Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

7. Unless sooner terminated as provided for herein, this agreement shall be effective commencing July 1, 2021 and will continue in effect through June 30, 2026.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

The City, acting through its City Council, will perform the necessary functions required of the legislative body to which is referred in Government Code section 39560 through 39588, as they relate to the execution of this Agreement.

- 8. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39561, then the County shall have no obligation to carry out its duties under this agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this agreement, which shall mean the agreement terminates.
- 9. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.
- 10. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.
- 11. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this agreement, shall be assessed the current County Board of Supervisors approved inspection fee whether or not the County determines it is necessary to perform abatement work upon the parcel.
- 12. The parties hereto contemplate that the services of the County are limited to abatement of weeds, brush and rubbish, and agree that the County will not perform any other type of service or additional work of any kind.
- 13. This agreement contains the entire agreement between the County and the City for weed abatement services. This agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

14. Notices regarding this agreement shall be addressed as follows:
COUNTY:
Adrian Zavala
Deputy Director
Los Angeles County Department of Agricultural Commissioner/
Weights and Measures
12300 Lower Azusa Road
Arcadia, California 91006-5872
CITY:
Lucie Colombo, CMC, CPMC
City Clerk ·
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

IN WITNESS HEREOF, the CITY OF SOUTH PASADENA, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.



CITY OF SOUTH PASADENA

Diana Mahmud, Mayor

COUNTY OF LOS ANGELES

Chairman, Los Angeles County

ATTEST:

City Clerk

CELIA ZAVALA, Executive Officer Executive Office of the Board of Supervisors of the County of Los Angeles

Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA

**Executive Officer** 

Clerk of the Board of Supervisors

APPROVED AS TO FORM BY COUNTY COUNSEL RODRIGO A. CASTRO-SILVA

BRIAN T. CHU

By

Principal Deputy County Counsel

**BOARD OF SUPERVISORS COUNTY OF LOS ANGELES** 

20 October 5, 2021

> CELIA ZAVALA **EXECUTIVE OFFICER**



# City Council Agenda Report

ITEM NO. 14

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Sheila Pautsch, Community Services Director

SUBJECT:

Discretionary Fund Request from Mayor Cacciotti in the Amount of \$1,000 and Councilmember Zneimer in the Amount of \$500 to Assist with the Cost of the Fireworks Show for the Festival of Balloons

**Event** 

#### Recommendation

It is recommended that the City Council approve the Discretionary Fund request by Mayor Cacciotti designating \$1,000 and Councilmember Zniemer designating \$500 to assist with the cost of the fireworks show for the Festival Balloons event.

# Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. The Fiscal Year 2021-22 Budget includes \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for discretionary budget accounts. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$8,000 per Councilmember account. The allocated funds need not be encumbered by a purchase order to be carried over to the following fiscal year. The following table displays the current Discretionary Fund balances and includes the request being considered in the staff report.

	City Councilmembers Discretionary Funds Fiscal Year 2021/22						
			District 1 Zneimer	District 2 Donovan	District 3 Primuth	District 4 Cacciotti	District 5 Mahmud
		Current Year Allowance Beginning Balance	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
-1	Date Pledged	Description					
	2/2/2022	Festival of Balloons Fireworks Show	\$500			\$1,000	
		YTD Appropriations	\$500	\$0	\$0	\$1,000	\$0
H		Available at 2/1/22	\$3,500	\$4,000	\$4,000	\$3,000	\$4,000

Discretionary Fund Request for the Festival of Balloons February 16, 2022 Page 2 of 2

# Discussion/Analysis

Mayor Cacciotti and Councilmember Zneimer each requested approval and received seconds to place on a future City Council meeting agenda the use of discretionary funds to offset the cost of the fireworks show during the Festival of Balloons event.

# **Legal Review**

The City Attorney has not reviewed this item.

# **Fiscal Impact**

There are sufficient funds available in the proposed Fiscal Year 2021-22 City Council Discretionary Budget Account 101-1010-1011-8021

# **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.



# City Council Agenda Report

ITEM NO. 15

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ken Louie, Interim Finance Director

**SUBJECT:** 

Discussion of the Elected City Treasurer Position

#### Recommendation

It is recommended that the City Council discuss the position of the elected City Treasurer and provide direction to staff.

#### **Background**

At the regular City Council meeting of July 21, 2021, during Councilmember Communications, Councilmember Zneimer made a motion, seconded by Mayor Pro Tem Cacciotti, to direct staff to look into a ballot measure changing the City Treasurer position from elected to appointed.

The California Government Code established the position of City Treasurer in cities in California. Cities have individually determined how to provide for the position within their city structure, either by appointment or by election.

The City of South Pasadena's City Treasurer serves as an elected position. As an elected official, the City Treasurer maintains an autonomous role for oversight and decisions relating to the investment and safekeeping of city funds. The position is independent of the City Council who has the role and responsibility for City government including establishing City policies.

The City Treasurer's function is defined by California Government Code Section 41001-41007 and guided by the City's Investment Policy and other policies that are adopted by the City Council. Over the years, the City Treasurer position has evolved. The City Treasurer, working closely with City staff, has the specific function to enhance the economic status of the City while protecting its assets and maximizing the efficiency of the management of the City's funds through prudent investment.

The Finance Department supports the City Treasurer in obtaining the following:

- 1. Manage the City's investment portfolio in accordance with City Council approved and Finance Commission approved Annual Investment policy. The City uses Morgan Stanley as Investment Consultant, Western Asset Management as Investment Advisor and Zion Bank as Safekeeper/Custodian of funds;
- 2. Monitor investment activities on a daily basis;
- 3. Provide monthly investment reports to the City Council;

- 4. Monitor changes in legislation which govern the management of public funds;
- 5. Prepare investment revenue estimates for the annual budget and provide general;
- 6. Conduct monthly meetings with the Finance Commission regarding major fiscal matters (Annual Budget, Investment Policy, Mid-Year Report, etc.). The City Treasurer is a non-voting member of the Finance Commission;
- 7. Serve as a signatory on payroll checks, warrants, wires and the monthly investment reports, and
- 8. The City Treasurer is provided with a membership in the California Municipal Treasurers Association (CMTA) which is the professional society of active public treasurers of California counties, cities, and special districts. The CMTA sets ethical standards for the treasury profession in state and local government in California.

#### **Analysis**

Staff has reviewed the format of local cities and determined that the results are mixed as to whether they have an elected or appointed (see Exhibit A) City Treasurer. There is no overwhelming majority, and cities use long-established format in their respective municipality. Both formats have advantages and disadvantages.

The "elected" model is beneficial because it enforces that the elected official be publicly accountable and provides third-party oversight. However, this method could possibly put a city at risk as an elected official would not require any kind of professional or advisory background. The advantage of an "appointed" individual is that the City Council may select an individual based on technical background after a fully-vetted process. An internal appointee would have greater access to resources and thus have advantages in fulfilling the duties of the office.

## Pros and Cons of moving to appointed model

#### Elected:

Pros: public accountability, "Checks and balances", third-party oversight Cons: Under elected format there is no age or background requirement

### Appointed:

Pros: Greater propensity to obtain a skilled professional in investments and financing, greater resources and expertise required within the department to fulfill investment tasks Cons: less separation of decision making from staff, less third-party oversight

#### **Options for Discussion**

- 1. No change. Continue to maintain the City Treasurer as an elected position.
- 2. Put a question before the voters. In order to convert the City Treasurer position from an elective office to appointive, California Government Code Section 36508 requires approval of the voters. If directed to pursue a ballot measure, City staff will prepare a resolution placing the measure on the ballot for a subsequent City Council meeting, and work with the County to coordinate administration of the ballot measure. The next election is scheduled for November, 8, 2022. The last day to place a measure on the ballot would be July 11, 2022. A ballot measure to change the City Treasurer position from an elected position to a position appointed by the City Council or City Manager

- could appear on the November general election ballot. If approved by the voters, City staff would prepare a draft ordinance amending the Municipal Code to change the City Treasurer position from an elected position to a position appointed by the City Council.
- 3. The Council could choose to defer placing the measure until a subsequent ballot, however the general municipal election in November 2024 will include the City Treasurer race on the ballot.

#### **Commission Review and Recommendation**

This item was not reviewed by a commission.

#### **Legal Review**

The City Attorney has reviewed this item.

#### **Fiscal Impact**

The City currently pays a monthly stipend to the City Treasurer of \$706 per month. With regards to a potential election to consider a change in format, the City budgets for and incurs election costs for services provided in November of even-numbered years by the Los Angeles County Registrar-Recorder/County Clerk. The elections budget, account number 101-1020-1022-8170, does include funds for the purpose of the Regular Municipal Election in the adopted budget. If the elected position of City Treasurer is eliminated in November, it will remove the office from future election cycles and reduce future election costs.

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

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

Attachment: Exhibit A - Local City Treasurers' Status

# **Attachment 1**

Exhibit A - Local City Treasurers' Status

# **Local City Treasurers' Status**

City	Treasurer Status	Yearly Salary
City of Arcadia	Staff	\$122,160 – 152,688
City of El Monte	Elected	\$7,224
City of Glendale	Elected	\$12,306
City of La Canada	Appointed by Council	\$14,400
City of Monrovia	Elected	\$4,356
City of Pasadena	Staff	\$153,431 – 191,788
City of San Gabriel	Elected	\$3,000
City of San Marino	Appointed by Council	n/a
City of Sierra Madre	Elected	\$1,962
City of Torrance	Elected	\$137,610
City of South Pasadena	Elected	\$9,250



# City Council Agenda Report

ITEM NO. 16

DATE:

February 16, 2022

FROM:

Arminé Chaparyan, City Manager

PREPARED BY:

Ken Louie, Interim Director of Finance

SUBJECT:

Mid-Year Report

#### Recommendation

It is recommended that the City Council

1. Increase Estimated Revenues by \$758,002 as detailed in Exhibit A;

- 2. Increase General Fund appropriations by \$740,000 as detailed Exhibit A;
- 3. Increase Special Fund appropriations for Operations and Maintenance by \$250,000 as detailed in Exhibit B; and
- 4. Increase Capital Improvement Program (CIP) appropriations by \$250,000 as detailed in Exhibit B.

#### Background

The City of South Pasadena adopts an annual budget for each fiscal year that runs from July 1<sup>st</sup> to June 30<sup>th</sup>. Because the estimates for the upcoming budget year are done in early Spring prior to the adoption of the budget, they often will require updating during the fiscal year. It is prudent for the Finance Department to do a mid-year review to ensure that revenue and expenditure "estimates" are reasonably accurate. The focus of the review is primarily on the General Fund as this fund is at the sole discretion of the City Council, whereas special funds are highly regulated by outside boards and other governmental regulations. Additionally, most special funds are self-balancing by definition.

#### Analysis

The following items are being presented for adjustment as they are considered materially discrepant from the budget estimate:

#### GENERAL FUND REVENUE

Property Taxes: Reduce estimate by \$93,600

As projected by HdL, property values remain strong but budget estimate was too high.

### Sales Tax: Increase estimate by \$238,320

As calculated by HdL, sales tax were greater than estimate due to re-opening of retail.

Mid-Year Report February 16, 2022 Page 2 of 5

### Sales Tax Measure A: Increase estimate by \$518,000

Despite the re-opening of retail brick and mortar stores, online purchases have continued to grow in popularity. The new Measure A is technically a transaction tax and therefore the City derives the full ".75 %" of transaction. This funding measure is not shared with LA County Pool as online sales taxes are.

## Real Property Transfer Tax: Increase estimate by \$43,000

This is calculated (1.25%) off of the value of a home sold during the year. With values strong, this estimate will need to be adjusted upwards.

### Business License: Increase estimate by \$40,000

During 2021 many licenses lapsed or were dormant due to the pandemic. This fiscal year, many businesses have re-instated their license.

### Interest Income: Reduce estimate by \$40,000

They City predominantly invests in LAIF which tends to be high-liquidity but low yield. Rates from the pool have been generally less than half a percent and thus, translate to low returns.

# Camp Med Fees: Increase estimate by \$45,000

Enrollment for this recreation program has been much stronger than anticipated.

#### Recreation Classes: Increase estimate by \$100,000

A combination of underbudgeting and a strong return to recreation classes.

# Park/Field Reservations: Increase estimate by \$25,000

All outdoor related events have seen an increase in bookings.

#### GENERAL FUND EXPENDITURES

#### Police Department (PD) – Overtime: Increase by \$200,000

The PD is projected to go over budget in its Overtime account by \$200,000. This is largely due to the lack of available staffing which has been magnified by the pandemic and staffing shortages.

### <u>Fire Department – Paramedic Billing: Increase by \$55,000</u>

During the fiscal year, staff determined it would be more appropriate accounting to show the third-party charges from the paramedic provider in the Contract Services line item. The City currently uses Wittman Enterprises LLC "Wittman". This firm remits all payments from the user of the services directly to the City and then the City pays Wittman back the appropriate portion for their services. The \$55,000 was not originally provided for in the budget.

# <u>Human Resources – Professional Services: Increase by \$75,000</u>

Staff is seeking to conduct a citywide comprehensive classification study to evaluate positions and job functions for all city employees.

Mid-Year Report February 16, 2022 Page 3 of 5

# <u>Municipal Services – Telephone Expense: Increase by \$100,000</u>

Landline telephone expenses have seen drastic increases due to tariffs and miscellaneous add-on taxes. These phones remain pivotal as they are directly connected to emergency resources. Staff is looking into less-costly alternatives.

# <u>Public Works Administration – Professional Services: Increase by \$75,000</u>

This is to provide 20% matching funds required for the City to utilize \$375,000 Metro Open Streets Grant funding for Slow Streets Program. This was not previously appropriated at the time the City Council approved the Metro Grant funding agreement.

### Public Works Administration – Professional Services: Increase by \$150,000

Pending confirmation, these are funds to complete the Slow Streets Program, including design, public outreach, and installation.

# Public Works Administration – Special Department Expense: Increase by \$35,000

Add ten (10) workstations/offices, moving Public Works staff from City Hall to the Garfield Water Distribution Facility.

# Public Works Maintenance - Contract Services: Increase by \$25,000

Funds required for annual weed abatement. In the past, task was funded through the Fire Department.

### Public Works Maintenance – Contract Services: Increase by \$10,000

Funds required for custodial services to provide disinfection services due to the pandemic. This cost can possibly be recovered through various COVID relief funding.

### Public Works Maintenance – Building Maintenance: Increase by \$15,000

City Hall HVAC requires load balancing and the original project sourced funds from operating accounts in addition to the planned CIP budget. Final rebalancing work is being allocated from building maintenance operating budget.

### SPECIAL FUND APPROPRIATIONS

## Gas Tax/Street Maintenance /Special Department Expense: Increase by \$10,000

Accommodate ad-hoc neighborhood/community requests for additional traffic sign installations.

### Street Light & Landscape/Traffic Signal/Contract Services.: Increase by \$30,000

Funds for the previous fiscal year were not expended to pay for traffic signal maintenance and repair. An increase to this fiscal year's budget is required to pay for services rendered under previous year's invoices.

### Street Light & Landscape/Street Trees/Contract Services.: Increase by \$30,000

Increase in fallen trees and hazardous debris due to wind and rain storms. January 2022 wind and storm related costs may be recovered.

Mid-Year Report February 16, 2022 Page 4 of 5

Sewer/Special Department Expense: Increase by \$50,000

Conduct Sewer Rate Study, as current 5-year rate schedule ends in 2022

Water/Water Distribution/Contract Services.: Increase by \$30,000

Utilization of an on-call contractor to service more frequent water breaks. Additional funding is required to support anticipated future water breaks.

#### CAPITAL IMPROVEMENT PROGRAM ADJUSTMENTS

The following items have been presented in previous CIP discussions and are now seeking formal approval.

Gas Tax/Street Maintenance /Special Department Expense: Increase by \$100,000 Neighborhood Traffic Management Plan (NTMP) Implementation

## Sewer – Capital Improvement Plan: Increase \$70,000

Computer Maintenance Management (GIS-based) System (CMMS) Work Order System. Current project appropriation is \$50,000; however, a recent evaluation of project cost demonstrates the final expected cost of \$120,000.

<u>Facilities & Equipment Capital Fund/City Hall Enhancements: Reclass only/No increase</u> Current project appropriation for City Hall Security Assessment is \$100,000. Appropriation should be redirected to Citywide Facilities Assessment. No increase is requested.

<u>Facilities & Equipment Capital Fund/Library Security System: Increase \$20,000</u> Create new project for Library Security System.

<u>Facilities & Equipment Capital Fund/Mission Yard Gates: Increase \$160,000</u> Provision for new automated security gates along 825 Mission and El Centro.

#### **Finance Commission**

Presented to the Finance Commission on 2/7/2022.

#### **Legal Review**

Approved as to form.

### **Fiscal Impact**

These adjustments will serve to keep the General Fund and Capital Improvement Program (CIP) projects in line with the estimated year-end actual. The overall General Fund effect is a favorable \$18,002 adjustment. During the remainder of the fiscal year, if any material deficiencies arise, they will be brought forward to the City Council for adjustment.

Mid-Year Report February 16, 2022 Page 5 of 5

# **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. Exhibit A (Mid-Year Report)
- 2. Exhibit B (Special Funds Activity)
- 3. Exhibit C (Operations and Maintenance Budget Adjustments)

# **Attachment 1**

Exhibit A (Mid-Year Report)

# **MID-YEAR REPORT**

REVENUE			
	2021-2022	2021-2022	Adj.
	 Budget	Estimated	Needed
Property Taxes	\$ 13,053,474	\$ 12,959,865	\$ (93,609
Motor Vehicle In-lieu	3,436,613	3,445,099	8,486
Library Special Tax	357,170	357,170	0
Sales Tax	2,270,228	2,508,548	238,320
Sales Tax - Measure A	2,244,000	2,762,000	518,000
PSAF - Prop 172 ST	322,485	331,290	8,805
Utility Taxes	3,383,000	3,383,000	0
Franchise Taxes	1,007,000	1,007,000	0
Real Property Transfer	162,000	205,000	43,000
Business License	364,000	434,000	70,000
Permits	455,280	455,280	0
Code Fines/Citations	265,000	100,000	(165,000
Interest Income	125,000	85,000	(40,000
Rental Revenue	313,500	313,500	0
Fire Support	315,000	315,000	0
Planning Fees	659,000	659,000	0
Plan Check Fees	300,000	400,000	100,000
Building Permits	500,000	450,000	(50,000
Engineering Fees	102,500	52,500	(50,000
NPDES	90,000	90,000	0
Police Services	175,800	175,800	0
Camp Med Fees	230,000	275,000	45,000
Recreation Classes	100,000	200,000	100,000
Park/Field Reserv.	50,000	75,000	25,000
Fire Services	982,500	982,500	0
Reim. From Sewer Fd	69,022	69,022	0
Reim. From Water Fd	414,362	414,362	0
All other revenue	200,700	200,700	. 0
Totals	 \$31,947,634	\$32,705,636	\$758,002
EXPENDITURES			
	2021-2022	2021-2022	Adj.
<u>Increases</u>	Budget	Estimated	Needed
PD - Overtime	\$ 592,000	\$ 792,000	\$ 200,000
Fire - Paramedic Billing	157,000	212,000	55,000
Increases - New Items			
Class/Comp Study		\$ 75,000	75,000
Telephone Expenses	\$ 200,000	\$ 300,000	100,000
PW Proj GF portion *		310,000	310,000
Expenditure Increase	 \$949,000	\$1,689,000	\$740,000
Net Favorable Adjustment			\$ 18,002
* - soo attached schedule			

<sup>\* =</sup> see attached schedule

# **Attachment 2**

Exhibit B (Special Funds Adjustments)

# **MID-YEAR - SPECIAL FUNDS ADUSTMENTS**

# **Operations and Maintenance Additions**

FUND	ITEM	AMOUI	NT
Gax Tax	Neigh. Traffic Impl.	\$	100,000
Gax Tax	Traffic Sign Install.		10,000
Street Light. & Landscape	Traffic Signal Mtce.		30,000
Street Lighting & Landscape	January 2022 Storm		30,000
Sewer	Sewer Rate Study		50,000
Water	On-call contractor	<u> </u>	30,000
Total Operations & Maintenan	ce	\$	250,000

# **Capital Improvement Program (CIP) Additions**

FUND	ITEM	AMOU	NT
Sewer	CMMS System	\$	70,000
Facilties & Equip Cap Fund	City Hall Security System		0
Facilties & Equip Cap Fund	Library Security Cameras		20,000
Facilties & Equip Cap Fund	Mission Yard gates		160,000
Total CIP Adjustments		\$	250,000

- All appropriations will come from that respective fund's reserves.
- The City Hall Security System is just a reclass to Facilities Fund.

# **Attachment 3**

Exhibit C (Operations and Maintenance Budget Adjustments)

# **EXHIBIT C**

# **Operations & Maintenance Budget Adjustments**

Account	Requested Fund Increase	Description
Public Works Administration (GF) – Professional Services 101-6010-6011-8170-000	\$75,000	20% matching funds required for the City to utilize \$375,000 Metro Open Streets Grant funding for Slow Streets Program (not previously appropriated at the time Council approved Metro grant funding agreement).
Public Works Administration (GF) – Professional Services 101-6010-6011-8170-000	\$150,000	Funds to complete the Slow Streets Program, including design, public outreach, and installation.
Public Works Administration (GF) – Department Expense 101-6010-6011-8020-000	\$35,000	Add ten (10) workstations/offices, moving Public Works staff from City Hall to the Garfield Water Distribution Facility.
Parks Maintenance (GF) – Contract Services 101-6010-6410-8180-000	\$25,000	Funds required for annual weed abatement, in the past task was funded thorough the Fire Department.
Facilities Maintenance (GF) – Contract Services 101-6010-6601-8180-000	\$10,000	Increase in custodial services to provide disinfection to City offices related to COVID exposures. This cost may be recovered through COVID relief funding.
Building Maintenance (GF) – Contract Services	\$15,000	City Hall HVAC requires load balancing and the original project sourced funds from operating accounts in addition to the planned CIP budget. Final rebalancing work is being allocated from building maintenance operating budget.
Street Maintenance (Gas Tax) – Special Department Expense 230-6010-6116-8020-000	\$10,000	Accommodate ad-hoc neighborhood/community requests for additional traffic sign installations.
Street Maintenance (Gas Tax) – Special Department Expense 230-6010-6116-8020-000	\$100,000	Neighborhood Traffic Management Plan (NTMP) Implementation
Traffic Signals (LLMD) – Contract Services 215-6010-6115-8180-000	\$30,000	Funds for previous fiscal year were not expended to pay for traffic signal maintenance and repair. An increase to this fiscal year budget is required to pay for services rendered under previous year's invoices.
Street Tree Maintenance (LLMD) – Contract Services 215-6010-6310-8180-000	\$30,000	Increase in fallen trees and hazardous debris due to wind and rain storms. January 2022 wind storm related costs may be recovered.
Sewer Maintenance (Sewer) – Professional Services 210-6010-6501-8170-000	\$50,000	Conduct Sewer Rate Study, as current 5-year rate schedule ends in 2022.
Water Distribution (Water) – Contract Services 500-6010-6710-8180-000	\$30,000	Utilization of an on-call contractor to service more frequent water breaks. Additional funding is required to support anticipated future water breaks.
Total	\$460,000	

# **Capital Improvement Program (CIP) Budget Adjustments**

Account	Requested Fund Increase	Description		
CIP Project Account (Sewer)		Computerized Maintenance Management (GIS-based) System (CMMS) Work Order		
210-9000-9407-9407-000	+ /	System. Current project appropriation is \$50,000, however, a recent evaluation of		
(create account)		project cost demonstrates the expected cost at \$120,000.		
CIP Project Account (Facilities & Equipment		Current project appropriation for City Hall Security Assessment is \$100,000 – this		
Maintenance)	φο (οο. οασο)	appropriation should be redirected to a Citywide Facilities Assessment (no budget		
105-9000-9404-9404-000		increase identified at this time).		
CIP Project Account (Facilities & Equipment		Library Security Camera System.		
Maintenance)	\$20,000			
Create new 105-9000 account				
CIP Project Account (Facilities & Equipment		825 Mission Yard automated security gates along Mission and El Centro.		
Maintenance)	\$160,000			
Create new 105-9000 account				



# City Council Agenda Report

ITEM NO. 17

**DATE:** February 16, 2022

FROM: Arminé Chaparyan, City Manager

PREPARED BY: Angelica Frausto-Lupo, Community Development Director

Margaret Lin, Deputy Community Development Director

SUBJECT: Review of Public Art Projects and Exhibits

### Recommendation

It is recommended that the City Council:

 Review the public art proposals received to utilize the repurposed Civic Center Art Gallery funds; and

 Direct staff to develop a Public Art Policy to govern the development of both Citycommissioned and unsolicited public art in public spaces prior to the implementation of any new public art projects.

Based on the variety of proposals received and locations proposed, staff is recommending that a Public Art Policy be developed by staff and approved by the City Council prior to the award of any public art projects.

#### **Commission Review and Recommendation**

On January 26, 2022, the Public Art Commission reviewed eight proposals and made a recommendation to select the following projects:

- "Neighbors/Vecinos" by Deborah Aschheim \$10,000
- "I heart South Pasadena" by Jayme Mazzochi \$7,500
- "Troll with Ice Cream" by Richard Tucci \$7,500

#### Background

On October 17, 2018, the City Council approved Ordinance No. 2325 and 2326 to establish a Public Art Development Fee Program (Public Art Program) and to create the Public Art Commission. The Public Art Program requires that one percent (1%) of the total building valuation of a building project be spend towards public art on-site at that project. Alternatively, the developer may pay one and a half percent (1.5%) of the total building valuation to the City as a public art development fee in lieu of providing public art on-site. Such in lieu fees would then be spent on public art projects by the City.

The Public Art Commission was established to act in an advisory capacity to the City Council in all matters pertaining to public art or art in public places. (SPMC sec. 2.79-8(a)). It is responsible

Review of Public Art Projects and Exhibits February 16, 2022 Page 2 of 4

for the review and approval of public art projects associated with the Public Art Program, including but not limited to, proposed site-specific public art, art donations, and public art developed with the funds from the Public Art Development Fee. The Public Art Commission does not have purview over public art on private property, unless the public art is being developed as part of the Public Art Program.

Since the establishment of the Public Art Program and Public Art Commission, no policy has been developed regarding the type, placement, and maintenance of public art on City-owned property or at City-owned facilities.

On June 16, 2021, the City Council adopted the Fiscal Year 2021-2022 Budget, which included \$25,000 for the Civic Center Art Gallery. The Civic Center Art Gallery is comprised of the first-floor lobby, second floor hallway, and outside courtyard of City Hall. Due to COVID-19, there has been reduced activity within City Hall, and a need to reconfigure the entryway corridor and elevator lobby of City Hall. The Public Art Commission believed the public would be better served by utilizing these funds for arts to be displayed in the outdoor courtyard and City parks.

On November 8, 2021, the Public Art Commission (Commission) recommended that the City Council repurpose the Civic Center Art Gallery budget to fund temporary public art projects and exhibits to occur during Fiscal Year 2021-2022 in three possible locations:

- City Hall Courtyard (1414 Mission Street);
- Garfield Park (1000 Park Avenue); and/or
- Heritage Park (Mission Street/Meridian Avenue).

#### Discussion/Analysis

On December 1, 2021, the City Council repurposed the \$25,000 budgeted for the Civic Center Art Gallery to fund public art projects and exhibits on City facilities and directed staff to issue a request for proposals (RFP) for art projects for review by the Public Art Commission and approval of projects by the City Council. (See Attachment1). These projects/exhibits would include:

- One (1) large public art project with a budget of \$10,000; and
- Two (2) public art projects with budgets of \$7,500.

The projects would be implemented before the end of the fiscal year and should coincide with the South Pasadena Arts Crawls and/or Eclectic Music Festival to increase viewership. The public art exhibits would be temporary and should be available for view by the public, at a minimum, during regular business hours. The specific locations-- City Hall courtyard, Garfield Park, and/or Heritage Park--will be reviewed by staff to ensure that the selected art project/exhibit does not impede access or pose any safety concerns.

Staff received eight proposals by the January 14, 2022 deadline. (See Attachment 2). Staff reviewed each of the proposals for compliance with the criteria from the RFP including quality of past projects, proposed scope of work, cost estimates, and references. Based on staff's initial

Review of Public Art Projects and Exhibits February 16, 2022 Page 3 of 4

evaluation all eight of the proposals were complete. The Commission's evaluation of the proposals was based off of the selection criteria that was included in the RFP.

# **Public Art Projects and Exhibits Selection Criteria:**

1.	Quality of Past Projects	50%
2.	Proposed Program or Approach to Requested Scope of Work	30%
3.	Cost Estimates	15%
4.	References	5%
	Total	100%

The complete list of proposals (See Attachment 2) include the following:

1	<u>Artist</u>	Proposal	Budget	Public Art Commission Recommendation
1.	Deborah Aschheim	"Neighbors/Vecinos"  Wall mounted aluminum graphics of local residents.	\$10,000	Recommended for funding, in an alternative location.
2.	Erik Benjamins	"South Pasadena Reflexology Walking Path"  Reflexology doormats made of custom ceramic tile inset into steel trays.	\$7,100	
3.	Helen Lessick	"The Arbor Baile (The Tree Dance)"  Fabric art sculptures in the form of flamenco skirts on trees throughout the City	\$10,000	
4.	Jayme Mazzochi	"I Heart South Pasadena"  Mural or series of posters of hearts depicting things people love about South Pasadena.	\$7,500	Recommended for funding.
5.	Jody Zellen	"Avenue S"  Series of posters with QR codes that direct the viewer to a website with pandemic animations.	\$7,500	
6.	Marisa Futernick	"City of Trees"  Posters, banners, or postcards of black and white photographs of trees around the City, overlaid with text.	\$7,500	
7.	Pascaline Doucin- Dahlke	Sculpture of metal hexagon rings mounted along a metal post.	\$10,000	
8.	Richard Tucci	Silhouette stencil of a troll holding an ice cream cone.	\$7,500	Recommended for funding.

Review of Public Art Projects and Exhibits February 16, 2022 Page 4 of 4

Currently, there is no public art policy to govern the development of public art in the City to address what kind of art (medium types), placement of the artwork (specific public locations), and duration of display (permanent or temporary). Development of a public art policy will establish goals and provide guidelines on the types of public art that may be displayed throughout the City (e.g., sculpture, graphic arts, performance arts, etc.). The policy will also establish terms and conditions of commissioning art, and how the City can be more art friendly. Given the limited amount of space for public art on city-owned facilities, a public art policy can also ensure any future public art projects, both commissioned and unsolicited, may reflect the City's interests towards diversity and inclusivity. It is not proposed that the public art policy address art on private property, and therefore would <u>not</u> preclude the development of or regulate privately funded art on private property. Selection of public art projects cannot occur until a public art policy has been adopted.

### **Next Steps**

- 1. Staff to develop a Public Art Policy.
- 2. Public Art Commission to review Policy.
- 3. Bring Public Art Policy to City Council for adoption.

# **Fiscal Impact**

The 2021-2022 Budget included \$25,000 for the Civic Center Art Gallery (101-7010-7011-8260-000). On December 1, 2021, the City Council authorized the \$25,000 to be repurposed to public art projects and exhibits so there will be no net fiscal impact. Development by staff of a public arts policy is budgeted as departmental budget activities.

#### **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, and posting of the same agenda and reports on the City's website.

#### Attachments:

- 1. Request for Proposals 2021 Public Art Projects
- 2. Artist Proposals

# **ATTACHMENT 1**

Request for Proposals - 2021 Public Art Projects



# Request for Proposals (RFP) for Public Art Projects/Exhibits for the City of South Pasadena

City of South Pasadena Community Development Department Project Manager/Contact: Margaret Lin, <a href="mlin@southpasadenaca.gov">mlin@southpasadenaca.gov</a>

### **Summary of Key Dates**

RFP Release: December 20, 2021 Submittal of Questions: December 27, 2021 Responses Posted: December 30, 2021

**Proposals Due:** January 14, 2022, 4:00 PM SAVE FOR INTERVIEWS: January 18, 2022, 6:30 PM

Award of Project: January 18, 2022\*

<sup>\*</sup> Requires Council approval



# Request for Proposals (RFP) for Public Art Projects/Exhibits for the City of South Pasadena

The City of South Pasadena (City) is seeking artists and artist teams to produce outdoor public art projects.

### **RFP Questions**

The City invites questions to clarify the project scope, process or other details. Questions and responses will be posted on PlanetBids.

All questions must be submitted through PlanetBids by December 27, 2021. The response document will be posted on PlanetBids by December 30, 2021.

# **Submission Deadline**

All proposals must be provided electronically <u>as one .pdf document and received no later than 4:00 P.M. on January 14, 2022</u>, in order to be considered. Proposals should be uploaded to PlanetBids. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

#### **General Overview:**

On October 3, 2018, the City of South Pasadena (City) adopted Resolution No. 7579 declaring the City as a "Creative and Innovative City" and establishing a Public Art Program. The intent is to promote cultural experiences, increase economic development, and enhance the general welfare and quality of life in the community. Consequently, the City established the Civic Center Art Gallery to feature art within City Hall to demonstrate its commitment to provide opportunities for the public to engage with art. For the 2021-2022 fiscal year, in accordance with public health concerns and with the recommendation of the Public Art Commission, arts programming that is regularly held in the Civic Center Art Gallery will now be in the courtyard at City Hall and approved outdoor public spaces throughout South Pasadena.

The City of South Pasadena invites artists and artist teams working in a variety of fields and artistic approaches at all stages of their artistic careers to submit proposals for inclusion for upcoming public art opportunities. Artistic disciplines may include but not be limited to painting, sculpture, mural, illustration, photography, drawing, printmaking, graphic design, new media and digital art, decorative arts, architecturally integrated installations, social practice-based art, environmental, earth art, and performance. Eligible artists selected will produce temporary or permanent public art projects for the 2021-2022 fiscal year with completion of the projects by June 30, 2022.

For this RFP award, eligible artists will be limited to artists that reside or work (primary studio space) located in Los Angeles County. Proposals by South Pasadena artists will be viewed more favorably, as will installations/artwork/projects/exhibits that are of a permanent (long term durability versus for example a one-time performance event).

The City Council has budgeted a total \$25,000 for the 2021-2022 fiscal year to provide three opportunities for public art projects:

- One large public art project with a budget of \$10,000
- One public art project with a budget of \$7,500
- One public art project with a budget of \$7,500

#### **Program Scope of Work**

- Production of Public Artwork:
  - O Produce a temporary or permanent outdoor public art project in which the artist or artist team will specify the concept, theme, medium, site, and duration of the project. A permanent outdoor project is intended to be of a durable nature; a temporary outdoor art projects may be proposed which due to their composition, nature, theme, or subject material may be appropriate for display for a shorter timeframe. As to both permanent or temporary public art projects, the City makes no representation or warranty as to the actual duration that the project will be displayed at the selected location or any other location in the City.
- Project Management:
  - Coordination with City Departments to conduct kick-off meeting with applicable staff to discuss program expectations.
  - Work with the Public Works Department to identify potential physical improvements to the spaces as appropriate.
  - Establish and obtain all of the necessary legal agreements and contracts for procurement of labor and materials to complete the project; execute agreement with City; and provide insurance to City as required under the agreement.
- Curating Services:
  - Implementation Schedule: Provide an implementation schedule for the 2021-2022 fiscal year to coincide with the South Pasadena Arts Crawl and Eclectic Music Festivals, as applicable.
  - o Provide an outdoor exhibition or programming for the outdoor public art project in the courtyard at City Hall or approved outdoor public space, as applicable.
  - o Exhibition Installation and Removal:
    - Project budget shall include the placement and installation of public art project facilitated by the artist.
    - Project budget shall include any necessary repairs/replacement costs following the removal of the public art project facilitated by the artist to return the display site to its original condition.
  - Opening Reception and Public Programming:
    - Project budget shall include artist organizing and hosting the openings and programming events related to the public art project.
    - Artist shall coordinate any press releases (including artist's social media messaging) with the City's Public Information Officer
    - Artist shall coordinate with the City to feature the artist during City Council Meetings

#### **Project Schedule**

The Public Art Projects/Exhibits should be implemented before the end of the fiscal year (ending on June 30, 2022).

# **Proposal Requirements**

The following information is required for the proposal submission to be considered (please coordinate your proposal submissions with the numbering below):

- 1) Applicant/Organization/Firm Information: Name, Address, Contact person, Title, Phone Number, and E-mail Address
- 2) Written and graphic representation of the proposed Public Artwork
- 3) Written description addressing all other elements of the Program Scope of Work (SOW), including an outlined approach and strategy to complete the SOW elements above.
- 4) Cost Estimate for the proposed SOW, and any other project-related costs
- 5) List of 2-3 References regarding production of art projects; please include name, phone number and email of reference
- 6) Examples of similar past projects or portfolio, including list of art projects and photographs/ documentation

RFP Release Date: December 20, 2021. Proposal are due by via e-mail: January 14, 2022. All proposals in PDF format are to be e-mailed to: jaguado@southpasadenaca.gov.

# **Selection Criteria**

- 1. Quality of past projects and ability to deliver project consistent with program Scope of Work (50% of total score)
- 2. Proposed program and approach to requested scope of work (30% of total score)
- 3. Costs Estimate (15% of total score)
- 4. References (5% of total score)

Once qualifications and references will be verified, then, the City will conduct interviews with a selection panel to narrow the field to three artists or teams for selection of contracts for installation of public art projects.

**Attachment: Agreement Provisions** 

# **Agreement Provisions:**

If awarded, the artist will be required to sign an agreement with the City for the proposed art project/exhibit/performance. The provisions of the agreement may include, but is not limited to, the following provisions:

- Payment Amount
- Term of the Agreement
- Delivery dates/performance criteria
- Ownership of Artwork and Copyrights Waiver of Visual Artist Rights Act (VARA) and California Art Preservation Act (CAPA)
- Compliance with Laws and Regulations
- Indemnification
- Insurance Requirements

# **ATTACHMENT 2**

Artist Proposals (Click Here)



# City of South Pasadena Item No.

# Memo

**Date:** February 16, 2022

**To:** The Honorable City Council

Via: Arminé Chaparyan, City Manager

From: Brian Solinsky, Police Chief

Paul Riddle, Fire Chief

Subject: Public Safety Biennial Reports

Attached are the 2020 – 2021 South Pasadena Police Department (SPPD) and South Pasadena Fire Department (SPFD) Biennial Reports.

#### Attachments:

- 1. 2020 2021 South Pasadena Police Department Biennial Report
- 2. SPPD PowerPoint
- 3. 2020 2021 South Pasadena Fire Department Biennial Reports

# **Attachment 1**

2020 – 2021 South Pasadena Police Department Biennial Report



South Pasadena Police Department 2020 - 2021 BIENNIAL REPORT



# **South Pasadena City Council**



Evelyn Zneimer Councilmember District 1



Jack Donovan Councilmember District 2



Jon Primuth Mayor Pro Tem District 3



Michael Cacciotti Mayor District 4



Diana Mahmud Councilmember District 5



#### **About South Pasadena**

In 1888, the City of South Pasadena was the seventh city in Los Angeles County to be incorporated into the county. South Pasadena is one of the oldest cities in the Los Angeles area.

Often called the "City of Trees" because of its many oak tree lined streets, South Pasadena is located on the west side of the San Gabriel Valley and is approximately 3.44 square miles. The City has a diverse population of about 26,000 residents.

For over 132 years, South Pasadena continues to be a desirable city to live in. Its unique small town atmosphere with elegant craftsman style homes, distinguished schools and small "mom and pop" operated businesses make South Pasadena like no other. In 2014, Sunset Magazine readers voted South Pasadena as one of the best suburbs to live in the West.

Adding to its historical attachments and individuality, South Pasadena is one of the oldest cities to continue to build its own float for the annual Rose Parade.

Its distinct community of homes and businesses easily resemble various cities across the United States and are often used as filming locations. Movies such as "Back to the Future", "Little Giants", "Terminator", "Jurassic Park", "Flags of Our Father", "Pee Wee's Big Adventure", "Ferris Bueller's Day Off" and "Halloween" were filmed in South Pasadena.











# **Chief's Message**



Brian Solinsky Chief of Police



After 28 years of service with the City of South Pasadena, I am truly honored and humbled to serve as the Chief of Police. It is my distinct pleasure to share with you the 2020 - 2021 Police Department Biennial Report.

It is of the utmost importance for public service entities to be accountable to the communities they serve. This report provides detailed information regarding the work accomplished by the various units within the Department. Its purpose is to illustrate and highlight the achievements, effectiveness, and efficiency in delivering our services. This report serves as a historical document helping to chart the path forward by documenting our past as we continuously move forward towards a better future. It is a valuable tool to highlight our progress and promote the mission and vision of the Police Department.

The South Pasadena Police Department's mission is to deliver public safety services to our community with the utmost professionalism and integrity. Our vision is to be a community leader by providing exceptional policing services that embody the spirit of community partnerships through responsiveness, accessibility, and transparency in resolving community concerns.

The year brought us many challenges and opportunities as an organization. There is a great deal of learning, change, and innovation occurring throughout the Department. I am excited to see the positive impacts which will take place in the years to come.

Throughout the varied and intense demands, I also want to recognize the hard-working men and women of the Police Department for their unwavering dedication and loyalty to South Pasadena.

To our community, "thank you" for taking the time to become informed and for reading this compelling report on your Police Department.

Buen Solung

Brian Solinsky Chief of Police

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The Mission of the South Pasadena Police Department is to provide our community with the safest possible environment using interactive crime prevention methods, public education programs, and the equitable and professional application of the law.

#### **CORE VALUES**

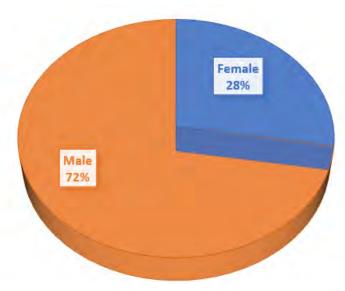
**Integrity** - Police Officers are entrusted with lives and property. They are exposed to situations where, if lacking a high level of integrity, they can take advantage of that trust. The community must have confidence that their officers have the highest level of ethics and morals. Personal integrity is fundamental in the prevention of corruption. Police Officers have a solemn obligation to be honest and trustworthy, accurately document probable cause and the circumstances of an arrest in reports and during courtroom testimony, report ethical violations when committed by others, and serve as role model for the public.

Quality of Service - The residents and business owners of South Pasadena have high expectations of the quality of service provided by the South Pasadena Police Department. Historically, the Department has provided an exemplary level of service. When handling any type of call for service, criminal or traffic investigation, officers should always provide a level of service they would want their family to receive. They should be guided by what is the right thing to do to solve the problem that resulted in their response.

Respect for People - Police officers must treat all people with as much respect and dignity as the situation allows. Even in a confrontational, adversarial encounter, officers must remain professional and respectful. Respect towards others breeds respect in return. And, respect towards others must begin between co-workers. If employees are not respectful towards each other, they will not be respectful towards the public. All employees must treat each other with respect and recognize that the diversity each employee brings to the South Pasadena Police Department helps to make the Department able to police the diverse community we serve.

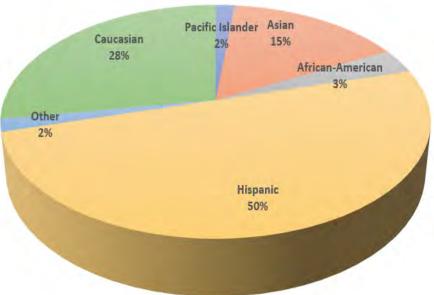
**Work Ethic** - The employees of the South Pasadena Police Department are government employees and public servants. The South Pasadena Police Department runs a tight ship, and is committed as a team supporting each other to accomplish the goals and objectives of the organization. This requires a firm commitment from each and every employee.

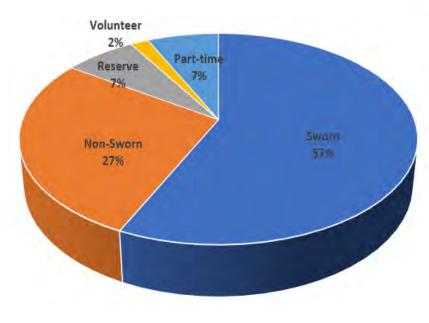
### **Department Diversity**



The make-up of the South Pasadena Police Department is just as exceptionally diverse as the City's population. The Department is composed of both male and female employees from various ethnic backgrounds.

The Police Department's ethnic makeup is incredibly diverse, with approximately 70% of our employees coming from a variety of ethnic backgrounds.





Sworn personnel make up the largest demographic of employees. These individuals are the most visible and consist of patrol officers, traffic officers, and detectives.



# LEADERSHIP HISTORY

The following is a list of City Marshals and Police Chiefs that have led the South Pasadena Police Department since established in 1888.

When South Pasadena incorporated in 1888, City Marshals provided law enforcement services to the community. In 1926, state legislation changed the title of City Marshal to Chief of Police

Amman Cobb March 1888 to June 1888

Martin B. Selman June 1888 to February 1889

E. Peters February 1889 to April 1894

Isaac Peel April 1894 to October 1895

George Wilson October 1895 to April 1896

M.B. Reid April 1896 to July 1907

William H. Johnston July 1907 to April 1916

Frank Higgins April 1916 to April 1942

**Everett Setzer** October 1942 to October 1950

Robert Blakely October 1950 to October 1952

Clifton Brown December 1952 to June 1960

Melvin Viney October 1960 to August 1976

Gary Brown August 1976 to May 1977 Samuel Buntyn

William Reese June 1977 to December 1985 December 1985 to December 1990

Thomas Mahoney February 1991 to April 1997

Michael Berkow July 1997 to July 2001

**Daniel Watson** January 2002 to July 2010

Joseph Payne September 2010 to February 2013

Arthur Miller February 2013 to 2018.

Joe Ortiz April 2019 to November 2020

**Brian Solinsky** May 2021 to Current

South Pasadena, circa 1890

# South Pasadena Police Department COMMAND STAFF



Shannon Robledo
Lieutenant
Field Services



Brian Solinsky Chief of Police



Tom Jacobs
Lieutenant
Support Services



Tony Abdalla
Detective Sergeant



Robert Bartl Patrol Sergeant



Jim Valencia Patrol Sergeant



Matt Ronnie Patrol Sergeant

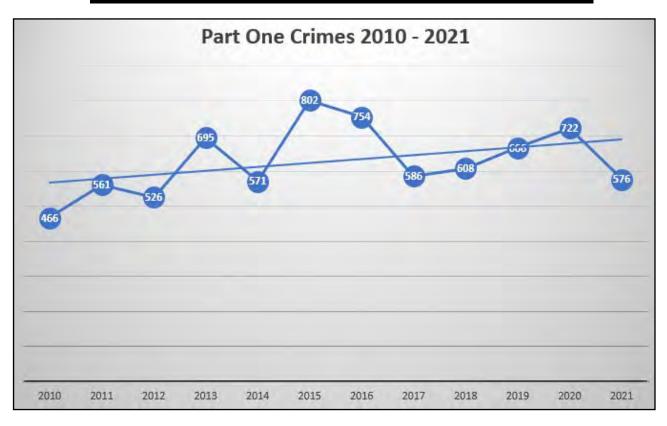


**Spencer Louie**Patrol Sergeant

### 2020 - 2021 Crime Statistics

PART ONE CRIMES			
Crime	2020	2021	2020-2021 % Change
Homicide	1	0	-100%
Rape	4	2	-50%
Robbery	17	10	-41%
Assault	66	63	-5%
Burglary	-	-	-
Residential	44	42	-4.5%
Commercial	65	43	-33.8%
Larceny-Theft	429	349	-19%
Stolen Vehicles	92	65	-29%
Arson	4	2	-50%
Total	722	576	-20.2%

CRIME CLEARANCE				
2020	2021	2020-2021 % Change		
17%	10%	-41%		



# 2020 - 2021 Crime Statistics

TRAFFIC ACCIDENTS				
Traffic Collisions	Traffic Collisions 2020 2021		2020-2021 % Change	
Injury	67	91	36%	
Injury hit and run	2	2	0%	
Non-Injury	217	228	5%	
Non-Injury hit and run	65	63	-3%	
Fatal	1	0	-100%	
Total	352	384	9%	





CITATIONS			
Citations	2020	2021	2020-2021 % Change
Citations (moving)	1,692	2,556	51%
Parking	4,390	4,687	7%
Others	397	430	8%
Total	6,479	7,673	18%

MOVING CITATIONS			
Type of Violation	2020	2021	2020-2021 % Change
Cell phone/Texting	507	906	79%
Speeding	305	408	34%
Stop Sign Violation	226	510	126%



### 2020 - 2021 Crime Statistics

ARRESTS			
Arrests	2020	2021	2020-2021 % Change
Adult	509	397	-22%

TOTAL CALLS FOR SERVICE			
	2020	2021	2020-2021 % Change
Calls for Service Dispatched	26,858	27,339	2%
Total Calls for Service	55,017	54,312	-1%

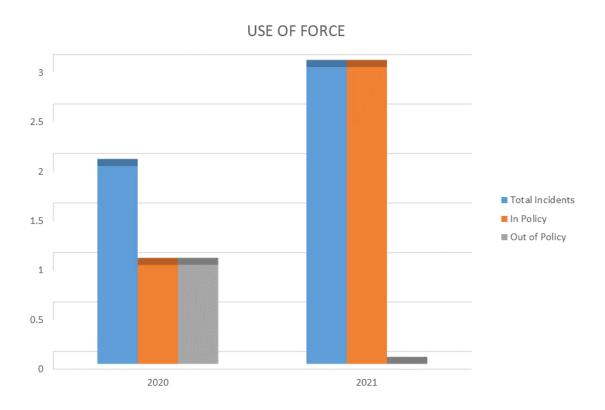
TOTAL 9-1-1 CALLS			
	2020	2021	2020-2021 % Change
9-1-1 Calls	6,168	5,909	-4%





#### **Use of Force Reporting & Analysis**

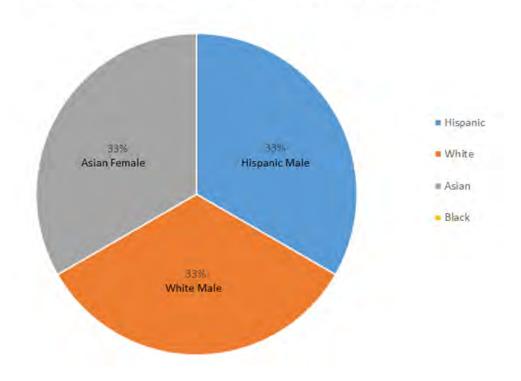
The following is a comparison of use of force (UOF) incidents for the past two calendar years. Total UOF comparing 2020 to 2021:



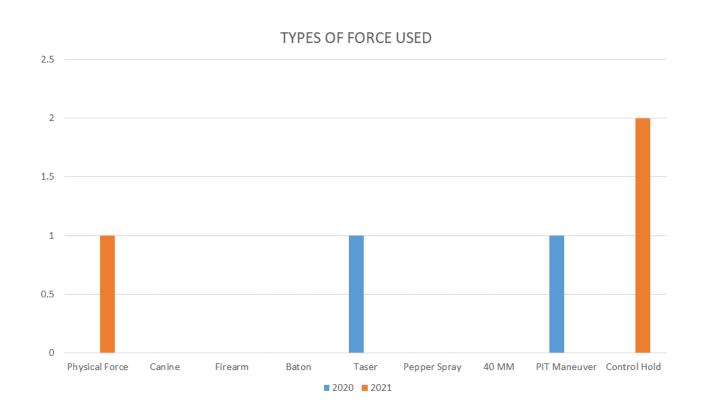
USE OF FORCE	2020	2021
Total Incidents	2	3

Date	Time	Type of Call	Type of Force Used	Race	Age	Gender
5-2-20	0121 hrs.	Traffic Stop	Pursuit Intervention	Hispanic	23	Male
6-9-20	2038 hrs.	Disturbance	Taser	White	28	Male
1/29/21	0946 hrs.	Suspicious Person	Physical Force	Hispanic	37	Male
7/18/21	2216 hrs.	Domestic Violence	Control Hold	White	69	Male
10/28/21	2023 hrs.	Home Invasion Robbery	Control Hold	Asian	34	Female

#### 2021 USE OF FORCE INCIDENTS BY RACE AND GENDER



#### 2021 Use of Force Incidents by Race and Gender



2020 - 2021

# Physical Force/Canine/Firearm/Baton/Taser/Pepper Spray/40 MM/ PIT Maneuver/Control Hold/Use of Force by Vehicle

Type of Force Used	2020	2021
Physical Force	0	1
Canine	0	0
Firearm	0	0
Baton	0	0
Taser	1	0
Pepper Spray	0	0
40 mm	0	0
PIT Maneuver	1	0
Control Hold	0	2

#### **Use of Force Trends**

In 2021 the South Pasadena Police Department had three incidents involving the use of force. The use of force data does reveal a pattern or a trend of subjects physically resisting. All three incidents were justified and determined to be within policy. South Pasadena police officers continue to exercise restraint when dealing with combative subjects, and the Department continually emphasizes the importance of de-escalation techniques.

#### **Use of Force Training Points**

1. Officers were dispatched to look for a suspicious person where the suspect was seen pulling on car handles to parked vehicles. The first officer on-scene located the suspect and instructed him to stop. The suspect ignored the officer's commands and quickly walked away. The officer, believing a crime had been committed, grabbed the suspect's arm to detain him. The suspect attempted to pull away and raised his hand towards the officer. Believing he would be punched, the officer performed a leg sweep, kicking the suspect's front leg out from under him, causing the offender to lose balance. After falling, the suspect stood back up and held onto a telephone pole to prevent the officer from taking him into custody. Two additional officers arrived moments later to assist. After a brief struggle, the officers were able to handcuff the suspect and take him into custody. As a training point, it was recommended officers wait for additional backup and resources before confronting and detaining an uncooperative suspect.

- 2. Officers were dispatched to a report of domestic violence. The first arriving officer observed an open front door into the residence. The officer could clearly see the arguing couple standing inside the home. One spouse instructed the officer not to come inside without a warrant, while the other spouse told the officer to enter and arrest the aggressor. The officer entered and placed his hand around the suspect's arm to direct him outside. Two additional officers arrived and assisted in getting the suspect, who was agitated and resisting, outside. The suspect hit his forehead against the doorframe during the struggle, causing a small laceration. Paramedics arrived on the scene and treated the suspect for his injury. As a training point, it was recommended officers wait for sufficient backup before physically making contact with a subject. A safer alternative would have been to have the cooperative spouse exit the residence and wait for more officers to assist with the uncooperative subject.
- 3. Officers were dispatched to a neighboring city to assist with a violent in-progress robbery. When the first South Pasadena officer arrived on the scene, he was assigned to watch the front door and directed to detain anyone who came out from the residence. As the officer took his position, he observed a subject exit the front door in a rapid manner. The officer immediately radioed for backup and gave verbal commands for the suspect to surrender by lying on the ground. As additional officers arrived, the officer grabbed the suspect's arm. At this point, the suspect attempted to break free and run back inside the residence. The additional officers assisted and prevented the suspect from fleeing. The officer took the necessary steps to take the subject into custody by having the assistance of another officer and using the least amount of force necessary to detain the subject.

2020 (59,020 Calls for Service)

T-Stop/Failure to yield / Use of force by vehicle
Subject causing a Disturbance / Taser

2021 (54,312 Calls of Service)
 Suspicious Person / Physical force
 Domestic Violence / Control hold
 Home Invasion Robbery-Outside Agency Assist/ Control hold

The South Pasadena Police Department (SPPD) conducts an annual review of its commitment to policing, ensuring that is fair and objective. This report includes public concerns and complaints delivered to the Chief of Police. This report will assist to identify any changes in training or operations that should be made to improve service.

#### Penal Code 13519.6

- In March of 2021, all officers, dispatchers, and parking control officers attended and completed the Museum of Tolerance's Hate Crimes Courses for California agencies. Utilizing real-life scenarios, participants discussed the unique dynamics of hate crimes. Participants identified common dynamics of hate crime victims and strategies for conducting effective interviews. The participants also learned about the origins of hate and an overview of various hate groups. They discussed investigative techniques, evidence collection, report writing and documentation, and the impact of hate crimes on the community.
- Changes to training or operations: N/A
- Roll Call Training & Training Monitors
  - Each Police Department shift reviewed and discussed the Department's Bias-Based Policing Police 401.
  - o In April 2021, training monitors were installed in common area of the Department. These monitors display a variety of Department policy and procedures that include Bias-Based Policing 401.
  - Changes to training or operations: In December 2021, The Department's Bias-Based Policing Policy was updated to include section 401.4.2:

#### 401.4.2 REPORTING OF STOPS

Unless an exception applies under 11 CCR 999.227, an officer conducting a stop of a person shall collect the data elements required by 11 CCR 999.226 for every person stopped and prepare a stop data report. When multiple officers conduct a stop, the officer with the highest level of engagement with the person shall collect the data elements and prepare the report (11 CCR 999.227).

If multiple agencies are involved in a stop and the South Pasadena Police Department is the primary agency, the South Pasadena Police Department officer shall collect the data elements and prepare the stop data report (11 CCR 999.227).

The stop data report should be completed by the end of the officer's shift or as soon as practicable (11 CCR 999.227).

• South Pasadena Police Department Hate Crime Policy:

#### ° 319.5 TRAINING

All members of this Department will receive POST-approved training on hate crime recognition and investigation as provided by Penal Code § 13519.6. Training should include (Penal Code § 422.87):

a). Recognition of bias motivators such as ranges of attitudes and perceptions toward a specific characteristic or group, including disability and gender biases.

- b). Accurate reporting by officers, including information on the general underreporting of hate crimes.
- c). Distribution of hate crime brochures: hate crime report checklist and victim of hate crime brochures were made available for officers.

#### AB 953 RIPA Stop Data

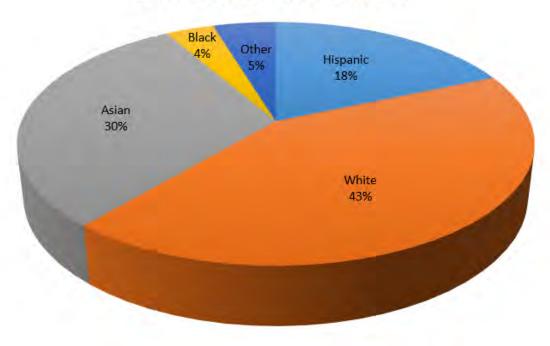
- In order to comply with the Racial and Identity Profiling Act (RIPA), also known as Assembly Bill 953, the department began collecting stop data on January 1st, 2022.
- The State mandated data collection program requires the collection of certain stop data related to detentions, searches, and complaints. The department is required to submit its first report on April 23rd, 2023, and annually thereafter.
- Information recorded includes:
  - Stop information: Date, time, duration, location, reason, call for service or self-initiated, actions taken, contraband or property seized, result.
  - Perception: Perceived race/ethnicity, age, gender, LGBT, English fluency, disability.
  - Officer: years of experience and type of assignment
- The purpose of RIPA is to analyze data related to stops/complaints of racial/identity profiling. With the data collected the Department of Justice (DOJ) will work with Law Enforcement agencies to review racial/identity profiling practices and policies. Data collected will be posted and available to the public on the DOJ website annually with stats and recommendations. Officers' unique identifying numbers will not be published.
- Members shall enter all stop data into the Stop Data Collection System (SDCS) prior to end of their shift, unless exigent circumstances prevent entry, in which case officers shall enter data by the end of their next shift.
- RIPA information cards will be issued to all officers for gathering necessary information on stops. The cards will be given to the Records Department for data entry. Officers will be required to enter their own stops when the vehicles are outfitted with Mobile Data Computers (MDCs) early next year. Members will then access the SDCS web portal via the icon located on station computers and vehicle MDCs.
- If the SDCS system becomes inaccessible, personnel shall utilize the linked form to retain stop data for entry upon restoration of the SDCS system. The "Stop Data Collection Form" is authorized for destruction upon successful data upload into SDCS.

#### Police Reform

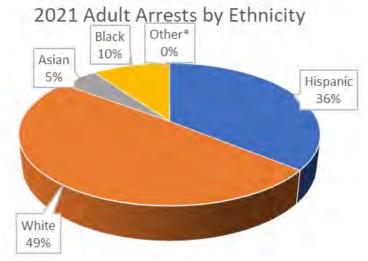
- In 2020, policies were reviewed and revised concerning carotid restraint and the use of force based on community input of "8 can't wait."
- No additional changes since 2020
- Complaints
  - <sup>o</sup> The department did not receive any written or verbal Bias based Policing complaints in 2021.

The following charts and graphs depict the overall population of South Pasadena and the adult and juvenile arrest statistical data for the 2021 calendar year by ethnicity. The data was prepared using population information from the American Community Survey from the U.S. Census Bureau dated July 1, 2021.

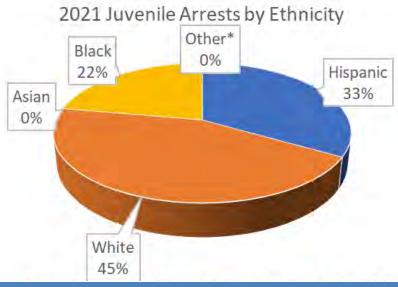




Ethnicity/Race	Number	Population
Hispanic	4,984	18.50%
White	14,953	42.70%
Asian	8,217	30.50%
Black	969	3.60%
Other	1,266	4.7%
Total	26,943	100%



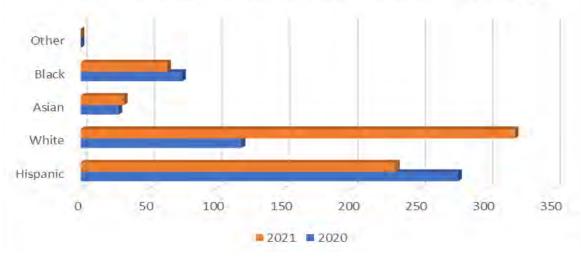
Ethnicity/Race	Arrests	Percentage of Arrests	Population
Hispanic	233	35.9%	18.5%
White	321	49.4%	42.7%
Asian	32	4.9%	30.5%
Black	64	9.9%	3.6%
Other*	0	0%	4.7%
Total	650	100%	95.3%



Ethnicity/Race	Arrests	Percentage of Arrests	Population
Hispanic	3	33.3%	18.5%
White	4	44.4%	42.7%
Asian	0	0%	30.5%
Black	2	22.2%	3.6%
Other*	0	0%	4.7%
Total	9	100%	95.3%

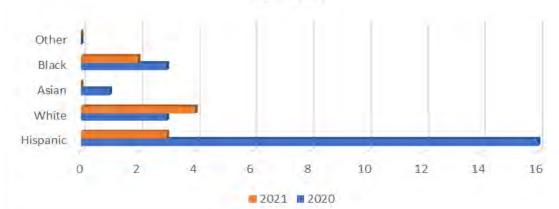
<sup>\*</sup> Our computer system does not include Native Americans and two or more races in our demographics.

#### 2020 - 2021 Comparison of Adult Arrests by Ethnicity

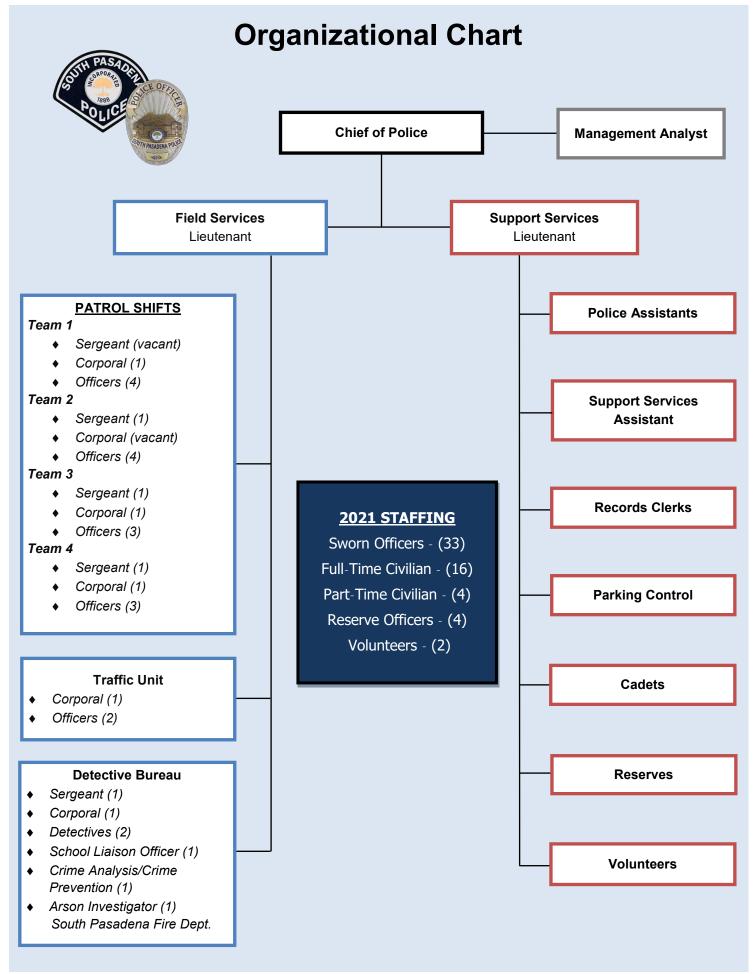


Race	Population	2020 Arrests	2021 Arrests	Increase/Decrease	% Change
Hispanic	18.5%	279	233	46	-16.5%
White	42.7%	119	321	202	169.7%
Asian	30.50%	28	32	4	14.3%
Black	3.60%	75	64	11	-14.7%
Other	4.7%	0	0	0	0%
Total	100%	501	650	149	29.7%

2020 - 2021 Comparison of Juvenile Arrests by Ethnicity



Race	Population	2020 Arrests	2021 Arrests	Increase/Decrease	% Change
Hispanic	18.5%	16	3	13	-81.3%
White	42.7%	3	4	1	33.3%
Asian	30.50%	1	0	1	-100%
Black	3.60%	3	2	1	-33.3%
Other	4.7%	0	0	0	0
Total	100%	23	9	14	-60.9%



### **New Employees**



Ederson Gramajo Police Officer 2020



Christina Roppo Police Officer 2020



Nick Godoy Police Recruit 2021



Nelly Ochoa Records Clerk 2021



Alison Wehrle Management Analyst 2021

### **Retirements**



Esther Delinko
Administrative Secretary
40 years



Peggy Grangetto Support Services Assistant 35 years



Jim Valencia Sergeant 30 years



Dan Bricker Chaplain 19 Years

### **Promotions**







**Gilbert Carrillo** Corporal

# **New Assignments**



Craig Phillips
Detective Corporal



**Tyler Borrello**Detective/School Liaison Officer



Ryan Hang Detective



Mike Sanchez Motor Officer



Christina Roppo Traffic Officer



Jeanette Zavala Support Services Assistant

# Resigned



Katie Ruvalcaba
Police Cadet
24
18 - 26

### **Department Overview**

The South Pasadena Police Department is comprised of 33 sworn officers, 16 non-sworn employees, four part-time employees, two volunteers, and four reserve officers that provide law enforcement services to the City's residents and businesses 24-hours a day, 365 days a year.

The Department is divided into two divisions: Field Services and Support Services, with a Lieutenant supervising each division.



School Crossing Guards and Animal Control Services are contracted to outside companies. A Los Angeles County Mental Health Clinician is embedded within the Department to provide aid on mental health related-calls. This program is called the West San Gabriel Valley Mental Health Evaluation Team and includes partnership with the cities of Arcadia, Irwindale, and Monrovia.

The Police Department participates in a "Mutual-Aid" program with neighboring agencies. "Mutual -Aid" is a shared resource of both police and fire services between different cities within the San Gabriel Valley. Officers and firefighters can respond to assist neighboring cities in case of emergencies.



The Police Department operates on a community-based policing philosophy. Through a combination of efforts between the police, residents, and businesses, we assist one another to ultimately reduce crime. This philosophy allows officers to be part of and interact with the community.

With residents working and staying at home, the usual commuter traffic congestion was non-existent through the city. Overnight parking was exempted to help residents during the first three months of the Safer-at-Home order. During these first three months, citations were at an all time

low. In April, only one citation and 66 parking citations were issued.

Detectives filed cases electronically with the district attorney's office to promote safe social

distancing at court, and arraignments were done remotely.

To help residents who were staying at home, overnight parking restrictions were temporarily suspended. Residents and local organizations supported their police and fire departments by donating much needed Personal Protection Equipment (i.e., face masks and nitrile gloves). With strict safety restrictions in place, the Police Department continued to provide safety and service to the community of South Pasadena.



### **Department Overview**

To ensure the safety of community members, the South Pasadenal Police Department along with other San Gabriel Valley agencies assisted with security at Cal State Los Angeles' COVID-19 vaccination site.

The Police Department worked closely with the City Council and the Public Safety Commission in areas of mutual benefit to address the current public and social issues facing cities nationwide.

Although, during 2020 many city events were cancelled, while others were switched to virtual format. In 2021, as COVID-19

restrictions lifted, city events were slowly brought back and was met with great support from the community.



One of the most successful event held in 2021 was our first "Catalytic Converter Etching Program". To help combat the rise of catalytic converter thefts, the Police Department partnered with Larry's Union Service to engrave vehicle license plate numbers onto the catalytic converter for free. The event was so successful that all reservations were filled within four hours.

A cherished experience, serving holiday lunches to the senior community was also continued in 2021. The South

Pasadena Police Officers' Association helped fund the event, showing their commitment to the community.

To help show support to the commercial district, Chief Solinsky and officers visited several local businesses to talk about issues specific to this portion of the community.





### **Lifesaving Incidents**

Officers are often the first on scene when 9-1-1 is called. Officers must use their training to assess the situation and render the appropriate aid quickly. In 2021, there were several incidents where officers used their skills and training to save a person's life.

#### **INCIDENT DATE: MAY 6, 2021**

Detectives Tyler Borrello and Ryan Hang were conducting surveillance on a sexual assault suspect in Los Angeles. While watching, Detective Borrello's attention was drawn to an unrelated vehicle parked nearby. The vehicle was occupied by a male and female, who were talking with another male that was standing outside. As he watched, Detective Borrello witnessed the male outside the vehicle lunge into the car and begin assaulting the female, striking and stabbing her repeatedly with a screwdriver. Without hesitation, Detective Borrello ran to aid the victim and intervene. As he got closer to the car, Detective Borrello saw the male suspect lying on top of the victim, continuing to stab her. Detective Borrello immediately advanced on the attacker and was able to take him into custody. During this life-threatening situation, Detective Borrello was able to take charge and stop an attack without the use of deadly force. The female victim suffered multiple stab wounds on her face, head, and body, ultimately recovering from her injuries. The original sexual assault suspect the detectives were initially investigating came outside to observe the commotion and was also arrested without incident.

#### **INCIDENT DATE: JUNE 15, 2021**

On June 15, 2021, Officers Pech and Calderon responded to the Gold Line platform regarding a male passenger that had ingested fentanyl and suffered a cardiac emergency. Upon arrival, officers saw a witness performing CPR on the unresponsive male. Officers immediately took over medical aid, administering a dose of Narcan to counter the effects of fentanyl. Officers monitored the male's vital signs and provided additional first aid until paramedics arrived. By the time fire personnel arrived, the male had begun to breathe on his own and regain consciousness.

#### **INCIDENT DATE: JUNE 28, 2021**

On June 28, 2021, Officers Pech and Calderon responded to a 9-1-1 call of an unconscious female that had difficulty breathing inside a residence. Officers arrived within a minute and found the unconscious female lying on the kitchen floor. The officers learned the unconscious female had ingested Oxycodone that was possibly laced with fentanyl. The officers immediately administered a dose of Narcan to counter the effects of the fentanyl while monitoring the female's vital signs and providing additional first aid. Within a short time, the female regained consciousness and was able to walk to the ambulance.

#### **INCIDENT DATE: AUGUST 9, 2021**

On August 9, 2021, Officer Burgos responded to an unconscious male that had ingested an opiate. Upon arrival, Officer Burgos saw the unconscious male lying on the floor and was displaying cyanosis from a lack of oxygen. Officer Burgos immediately administered two doses of Narcan. South Pasadena Fire Department arrived shortly after to take over life-saving measures. Before reaching the ambulance, the male regained consciousness and was talking with rescuers.

### **Community Outreach Programs**

#### West San Gabriel Mental Health Evaluation Team

The South Pasadena, Arcadia, Irwindale, and Monrovia Police Departments partnered with the Los Angeles County Department of Mental Health and formed a mobile Mental Health Evaluation Team.



The program provides a Mental Health Clinician who partners with a police officer when responding to calls for service regarding mental health crisis. The Clinician can provide immediate evaluations, interventions, obtain services at facilities, process mental health holds and administer follow-up services and support.

#### **Homeless Outreach**

The "Homeless Outreach Program" (HOPE) was developed inhouse to address the City's unhoused population. The HOPE program works with the Los Angeles County Department of Mental Health, Pasadena Union Station, Los Angeles Homeless Authority, faith-based groups, the Shower of Hope, and grassroots organizations to help the unhoused with needed resources as well as COVID-19 supplies (mask, hand sanitizer).

Many private organizations contribute to the HOPE program by donating clothing to help the unhoused. The South Pasadena Police Officers' Association provides a monetary donation to the Holy Family Giving Bank that provides food to needy families and the unhoused. Holy Family Catholic Church provides food and cosponsors the "Shower of Hope," which offers free showers for the unhoused. The group "You Are Essential" donated care packages that contained hygiene kits. The donated items are distributed to the unhoused by police officers. The HOPE program is staffed by department personnel as a collateral duty.

#### **Success Story**

The HOPE team contacted two unhoused individuals living on the streets. Upon learning the woman was eight months pregnant and needed prenatal care, officers and Union Station of Pasadena provided resources for medical attention and housing.





### **Community Outreach Programs**

The new family of 3 (Mom, Dad, and Baby) later returned to the police station to thank the officers and show their support in ending the cycle of homelessness. The family has since regained their footing with permanent housing and the father has obtained employment. The mother has been working with the Foothill Workforce Development Board to obtain valuable skills for employment.

The Department continued its participation with the "Homeless Outreach Services Team" (HOST). This is a regional program partners with South Pasadena partnering with San Gabriel, San Marino, Alhambra, and Monterey Park Police Departments to form a coalition of officers that patrol each participating city to assist the unhoused. HOST is funded by Los Angeles County's Measure H initiative, which provides resources, care packages, and assistance to the homeless population.

Throughout the COVID-19 pandemic, officers have distributed face masks to the homeless and worked with the Pasadena Union Station and the Los Angeles Homeless Authority to assist the homeless in finding temporary housing with "Project Room Key".

Chief Solinsky, Lieutenant Robledo, Management Analyst Wehrle and Mayor Cacciotti helped provide Thanksgiving meals to families in need. The Pasadena Union Station Homeless Services hosted the event.









### **Community Programs**

Community programs are an excellent way to engage with residents and businesses. Each program was developed for a specific need within the community. Many of our successful programs, such as the Woman's Self-Defense Class and the Teen and Citizen's Academy, were cancelled in light of the pandemic due to the safety precautions for staff and community members but will return when it's safe considering health and safety protocols. Other programs were offered in a modified setting to comply with health regulations.



**Project Lifesaver** 



**Spark of Love Toy Drive** 



**Operation Chill** 



"Justice" Mascot



**Ring Public Safety Service** 



Catalytic Converter Etching Event



Prescription Drug
Take Back



**National Night Out** 



**Secure the Call** 

### **Anticipating Returning Community Programs**

We eagerly await the opportunity to invite the community back to participate in a number of our successful community programs once it is safe to do so in light of the pandemic.



Community Visits



Coffee with a Cop



Farmer's Market



Fourth of July Parade Walk



Woman's Self-Defense



Special Olympics Torch Run



**Community Presentations** 



In person Neighborhood Watch Meetings



Citizen's Academy

### **Community Involvement**

Each year, the South Pasadena Police Officers' Association (SPPOA), which represents full-time employees, participates in community and charitable events to show their support the City or special causes. As with many of the community programs, the COVID-19 pandemic forced the cancellation of several events.



**Pink Patch Project** 



High School Scholarship



Serving Holiday Lunch to Seniors



**No Shave November** 



Foothill Air Support Toy Drive



Sherman Block Leadership Institute



California Police Chiefs
Executive Leadership Institute



MADD Award



US Police & Fire Games

#### FIELD SERVICES DIVISION

**Lieutenant Shannon Robledo** supervises the Field Services Division, which is the most visible part of the Department.

The mission of the Field Services Division is to ensure the safety of residents, businesses, and visitors to the City by responding to calls, proactive policing, and community involvement.

The Field Services Division includes Patrol, Detective Bureau, Traffic Unit, Foothill Air Support Team and the Bicycle/T3 Unit.



#### **Patrol**

Patrol is the "core" and largest unit within the South Pasadena Police Department, with a third of the employees assigned to it. A patrol shift consists of a Sergeant, Corporal, 3-4 Police Officers, and 1-2 Police Assistants.

Patrol officers provide many services during their 12-hour shifts, such as responding to calls for service, providing extra patrols, traffic enforcement, and self-initiated proactive policing. Additionally, they attend community events, conduct preliminary investigation of crimes and traffic accidents, write reports, collect evidence, and process and transport arrestees.

With officers continuously patrolling the city, they can respond to a life threatening call more efficiently, usually within a few minutes. Because they are the first to arrive at a life-threatening call, officers must know basic first-aid, trauma wound management, and CPR. In 2021, there were several incidents where officers quick response time and training in the use of Narcan saved a person's life.

At the beginning of the COVID-19 pandemic, officers were immediately issued Personal Protective Equipment, which included nitrile gloves, glasses, gowns and the mandatory wearing of face masks was implemented.

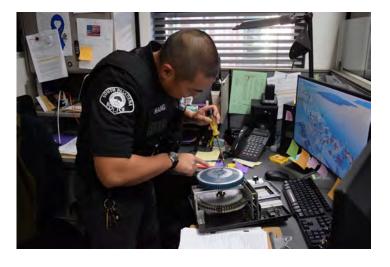












#### **Detective Bureau**

The Detective Bureau conducts follow-up investigations on felony, misdemeanor, and juvenile crimes as well as missing persons cases. The Detective Bureau is also responsible for the School Resource Liaison Officer Program, crime analysis, crime prevention, and arson investigations.

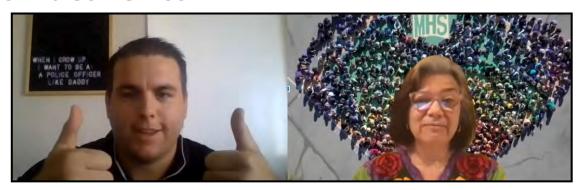
Detectives may assist patrol to supplement staffing during an emergency, conduct surveillance, and serve arrest or search warrants. They also process and manage digital evidence from video and surveillance cameras.

The Detective Bureau is staffed by a sergeant, a corporal, and four detectives. One detective is also assigned collateral duties as the School Liaison Officer, while another has collateral duties as the Crime Analyst and Crime Prevention Officer. An administrative cadet and an Arson Investigator from the Fire Department also supplement the Detective Bureau.

Detectives work closely with the Records Unit to prepare cases for filing with the Los Angeles County District Attorney's Office. In addition, detectives serve warrants and conduct safety presentations to organizations on identity theft and fraud.

At the onslaught of the COVID-19 pandemic, the District Attorney's Office developed an electronic filing system for criminal cases to enhance health and safety measures in addition to reducing the court backlog. Detectives worked promptly to learn the system and implement the program, increasing the unit's efficiency.

#### **School Liaison Officer**



SLO Detective Borrello conducting a virtual meeting with Monterey Hills School Principal Laurie Narro.

Detective Borrello is the School Liaison Officer (SLO). His primary duties include investigating juvenile cases and working as a liaison with the City's schools. He mentors students, attends the School Attendance Review Boards, assemblies, rallies, and schools' sporting events.

The SLO is an important program, fostering a positive relationship between officers, students, and young children. The presence of an officer on school campuses reinforces safety for the students within the City. Moreover the SLO conducts safety presentations to the schools.



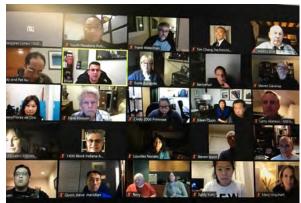
With students on distance learning for the majority of 2020, the SLO participated in virtual assemblies with the schools.

#### **Crime Analysis/Crime Prevention**

A detective staffs the crime analysis and crime prevention position as a collateral duty in addition to the criminal cases he is responsible for investigating.

Crime Analysis involves the review of crime reports to examine and identify patterns or trends. Identifying specific patterns or trends can help direct patrol officers to problem areas or aid in locating a wanted suspect.

Crime Prevention is a proactive outreach program that works with the community to help educate residents and businesses on how to actively prevent crime. Crime Prevention conducts safety presentations to organizations and coordinates the Neighborhood Watch Program. Neighborhood Watch Meetings were held virtually throughout the year.



#### **Traffic Unit**

The Traffic Unit was restructured in 2020 to meet the City's growing needs. It currently consists of a corporal and two officers. The responsibilities of the Traffic Unit include traffic enforcement, community education, and collision investigation. Traffic enforcement and education aim to encourage motorists, bicyclists, and pedestrians to voluntarily comply with city ordinances and the California Vehicle Code to save lives, reduce collisions, and prevent economic loss.





The goals of the Traffic Unit are accomplished using the 5 E's. Engineering, Enforcement, Education, Emergency Response, and Emerging Technologies.

The Traffic Unit coordinates DUI Sobriety Checkpoints, DUI Saturation Patrols, and targeted vehicle code enforcement operations in partnership with the California Office of Traffic Safety, National Highway Traffic Safety Administration, and local law enforcement agencies.

The Traffic Unit utilizes electronic survey tools and three-dimensional computer software to reconstruct fatal accident scenes as part of collision investigations. These tools are used to create the factual diagram required for fatal collision reports.

#### **Foothill Air Support Team**

Established in 1999 as a regional air support program between small neighboring cities in the San Gabriel Valley, the Foothill Air Support Team (FAST) provides air service for the cities of Alhambra, Arcadia, Covina, Glendora, La Verne, Monrovia, Pasadena, Pomona, San Marino, Sierra Madre, and South Pasadena.

Each participating agency in FAST provides one officer as a Tactical Flight Officer (TFO) who undergoes a grueling 160 hours of training. The TFO is responsibilities include monitoring radio calls for assistance from 11 different cities, coordinating resources, and directing patrol officers at crime scenes.





### Bicycle/T3 Unit

The Bicycle and T3 Unit is staffed by full-time and reserve officers as collateral duty in addition to their regular assignment. The Department has traditional two-wheeled bicycles and electric bicycles. The T3's are electrically powered three-wheeled vehicles.

The bicycles and T3's are used for patrol, crime suppression, and public events. Their ability to move quietly, especially at night, make them ideal for directed enforcement operations.







### SUPPORT SERVICES DIVISION

Lieutenant Tom Jacobs supervises the Support Services Division, which is composed solely of non-sworn personnel.

The Administrative Services Section is responsible for office and fleet management, station maintenance, and evidence control. In addition, they also ensure compliance with current laws, department policies, procedures, training and supervise the recruitment and hiring of new employees.

The Support Services Division is comprised of communications (dispatch), records, parking enforcement, reserve officers, cadets, and volunteers. Support Services provides technical support while working closely with the City's Information Technology team to ensure proper maintenance and upgrades to the servers, computers, and phone systems.



### **Support Services Assistant**

The Support Services Assistant (SSA) is staffed by one non-sworn, full-time employee with three critical administrative duties: Recruitment, Training and Property/Evidence.

Recruitment - The SSA works with the City's Human Resources Department, recruiting and processing police department applicants. The SSA administrators written and physical fitness exams, coordinates the background investigations, interviews, psychological and medical testing.

Property/Evidence - A significant role for the SSA is managing all evidence and found property. The proper management of evidence is critical for the appropriate chain-of-custody process. This includes receiving, processing, storing, and releasing property or evidence and disposing of narcotics and unclaimed property. The SSA ensures that narcotics are properly stored and sent to the Crime Lab for testing.

**Training** – The SSA ensures that all employees are current with all mandated training in accordance with the California State Peace Officer Standards and Training

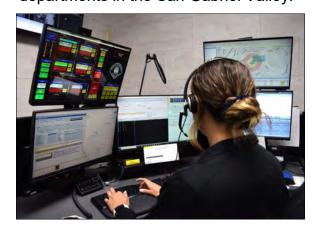
(POST).



### **Police Assistants**

Police assistants are non-sworn, full-time employees and are at the heart of the police department. Their primary responsibilities are "dispatchers." They process vital communications between officers in the field, the police station, and the public. Police assistants receive incoming telephone calls for service, including 911 emergency calls for both police and fire. Calls for fire service are transferred to a centralized fire dispatch center in Glendale that coordinates several fire departments in the San Gabriel Valley.





Police assistants are trained in first-aid and CPR and must work well under immense pressure. They must quickly determine the nature of calls and prioritize various types of emergency and non-emergency calls while ensuring the appropriate resources are dispatched. When answering calls for service, police assistants must quickly obtain facts while keeping the caller calm, sending officers, and relaying pertinent information to responders.

While inside the dispatch center, police assistants monitor City Hall, the police station, and the jail holding area through surveillance cameras. They enter all data related to calls for service into the Computer Aided Dispatch (CAD) and Records Management System (RMS). The dispatch center can accommodate up to three police assistants, with each work station containing five computer monitors that display CAD, RMS, and other various computer programs. Police assistants also assist with custody duties involving female arrestees.

5,909
911 Calls Answered
54,312
Total Calls for Service



#### **Records Bureau**

The Records Bureau is comprised of four clerks who are non-sworn, full-time employees and are also assisted by cadets.

The Records Bureau provides a wide variety of administrative duties that is critical for the Department's infrastructure.

The Records Bureau maintains and archives all police reports. To keep accurate accounts and security of each report, clerks scan all documents,



including photographs, which are stored digitally in a secured server. Clerks also provide customer assistance at the front counter, aid in fingerprinting service to the public, process all vehicle parking-related matters, maintain the overnight parking machine in the lobby, and coordinate hearings for contested citations.

Additionally, each clerk has a specific responsibility that they specialize in. These duties include working with the Detective Bureau to process paperwork for cases to be filed with the District Attorney's Office, processing subpoenas, citations, and fulfilling public requests for police reports received over the counter, phone, or online. Clerks process discovery motions (requests made from the district attorney's office to obtain reports, photos, 9-1-1 calls, body worn cameras, etc. for court), answer the general business line to the police department during regular business hours, handle payroll for police employees, reconcile revenues from paid citations and parking permits, and process Public Records Act Requests.

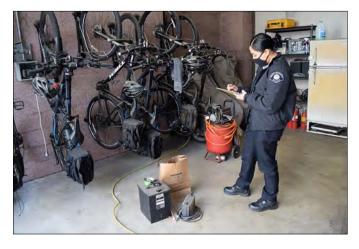




### **Police Cadet Program**

The Police Cadet Program offers young adults an opportunity to experience police work as a potential career. Six part-time cadets currently assist the Department in clerical and fieldwork. Cadets may be assigned to the Records Department or Detective Bureau.

Duties in the Records Department include taking reports, answering questions from the general public, filing, and assisting residents with parking permits and citations. Fieldwork consists of vehicle maintenance, delivering court documents, delivering evidence to crime labs, traffic control, parking enforcement, and radar trailer deployment. A cadet assigned to the Detective Bureau assists detectives with crime statistics and evidence processing.







### **Parking Control**

Parking control officers enforce parking laws and issue parking citations. They also coordinate towing services, monitor vehicles for 72-hour violations, help with traffic control, enforce time zone and overnight parking violations.

During the relaxation of the overnight parking restrictions due to the COVID-19 pandemic, parking control officers stayed productive, assisting officers with extra patrols throughout the City, schools, parks, and Caltrans-owned homes.



### **Reserve Program**

Established in 1942, the South Pasadena Police Reserve Program is California's second-oldest reserve organization. Reserves officers are sworn officers that volunteer their time to the City. Since the program's inception, these officers have volunteered over 500,000 hours of service to the City of South Pasadena.

While on-duty, reserve officers perform the same duties as full-time officers and are required to complete the same training.

### **Volunteers**

Three volunteers assists the South Pasadena Police Department with their technical skills.



Dr. Nicholas Greco Physician



Dan Bricker Chaplain



Sam Park Chaplain

**Dr. Nicholas Greco** has been a volunteer for six years and is the Medical Director for the Department's Tactical Combat Casualty Care program (TCCC). TCCC is pre-hospital trauma care in an austere environment and is taught to all officers as well as to neighboring agencies. Dr. Greco is a full-time emergency room physician at Huntington Memorial Hospital and at Los Angeles County USC Medical Center.

**Dan Bricker** and **Sam Park** are the chaplains for the Department and provide support to all police employees. Both Chaplains ride patrol with police officers and assist the public when sensitive or emotional events occur. The chaplains also help during local events presenting invocations. Dan Bricker has been volunteering with the Department for 19 years and teaches at Azusa Pacific University. Sam Park has been volunteering for one year and is the lead pastor at ReNew United Methodist Church in South Pasadena.

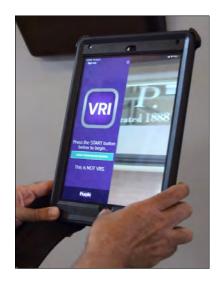
### **Technology**

The Police Department uses technology to maintain accountability with the public and adherence to Department guidelines. Since 2008, the Department has provided body-worn cameras to all officers and now issues them to parking control officers.

Patrol vehicles are equipped with Automated License Plate Recognition (ALPR) cameras that help locate vehicles used in crimes. ALPR cameras captures images of license plates and through software, compares the information against other databases such as stolen vehicles.

A tablet containing the Purple Communication Software is utilized in the field for officers to connect with a live interpreter for communicating with the hearing impaired and deaf. In 2021, the department acquired Video Remote Interpreting (VRI) software. VRI is an on-demand service that supports over 300 languages, utilizing live interpreters to communicate between non-English speakers and first responders.

Small GPS trackers are placed inside parcel packages to combat package thefts. The package containing the GPS is placed on front porches. Once the item is taken, the GPS is activated, sending a signal that can be tracked by dispatch. Officers can be directed to the location with precise coordinates.











### **Training**

Each police employee receives continuous training throughout the year. While some training is mandated, the Department also offers specialized training to interested employees to enhance skills or meet certain needs within the community.

New employees must pass a strict field training program before performing as solo police officers. Employees assigned to a specialized unit must also pass additional training specific to their assignment and role.



IASAL SPRAY4mg



All police employees receive updates on policy and procedures, receiving annual training on required perishable skills such as arrest and control, firearms, defensive driving, communications, and de-escalation techniques. All employees receive training on deescalation techniques, mental health awareness, implicit bias, and racial profiling.

Training is often conducted with neighboring agencies to learn standardized procedures and provide consistency

when responding to mutual aid requests.

Each officer is trained in CPR and first-aid, including Naloxone (Narcan). Narcan is used as an emergency treatment medication for known or suspected opioid overdose. Several lives have been saved since the implementation of the program.





## **Social Media/E-Policing**

Social media and E-Policing resources allow the Department to interact and offer services to the community any time of the day. This has been especially important during the COVID-19 pandemic. Social media and E-Policing services were essential in maintaining community service expectations while adhering to public health mandates.

Social media provided up-to-date information on the pandemic as information and restrictions were constantly evolving.

Traffic updates and road closures are also are posted to help motorists be aware of traffic hazards.

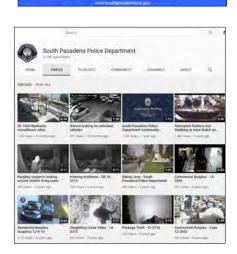
E-Policing resources allowed residents to access police service from the safety of their own homes. Virtual meetings were held with several organizations and churches to stay connected with the community.

Several virtual campaigns were made throughout the year, including "Lock it, Keep it," "Domestic Violence Outreach," and Gardening Equipment thefts.









Lock it, Keep it!

The South Pasadena Police Department reminds residents to lock their vehicle's doors and remove all

valuables from their vehicle.

Car burglaries are crimes of opportunity. Thieves walk down the street looking into vehicles and randomly pull

Don't be a victim, remember to lock your doors and take all valuables with you. Report all suspicious activity to the police department 626-403-7297.

South Pasadena Police Department







## **SPPD** in the Community

































## Police Assistant Bayron Salguero End of Watch - January 16, 2021



The Police Department was not immune from the effects of COVID. On January 16, 2021, 30-year-old Police Assistant Bayron Salguero passed away from complications related to COVID-19.

Bayron was an avid outdoorsman who enjoyed hiking and trying new restaurants. He was hired in 2019 as a police assistant. While only with the Department for a short time, Police Assistant Salguero made a lasting impact with his fellow co-workers. He was a fast learner and highly professional in all that he did.

Police Assistant Salguero will be sorely missed by all. Police Assistant Salguero is survived by his parents and two sisters.





## In Memory



Ray Rogers
Police Officer
EOW
April 15, 1944



Folice Officer
EOW
June 14, 2011



Police Assistant EOW January 16, 2021

To honor our fallen officers, each year the South Pasadena Police Officers' Association awards a memorial scholarship in the names of Officers Kevin Sandoval, Ray Rogers and Police Assistant Bayron Salguero to deserving South Pasadena High School Seniors.



On November 3, 2020, South Pasadena Police Officers joined recruits from Rio Hondo Police Academy Class 210 in their "Pride Run" to honor a fallen officer. The honorary officer selected was South Pasadena Police Officer Kevin Sandoval.

### **Service Pins**



Service Pins are awarded to city employees in recognition and appreciation for their dedicated service to the City. The Service Pins are awarded for every five years of service. The pins are engraved with the employee's milestone anniversary date and a corresponding gemstone.

In 2020 and 2021, the following employees were recognized for their years off dedicated service:



Esther Delinko 40 Years



Tony Abdalla 30 Years



Matthew Ronnie 30 Years



Robert Bartl 30 Years



Shannon Robledo 25 Years



Daren Wong 25 Years



Richard Lee 25 Years



Spencer Louie 15 Years



Gilbert Carrillo 5 Years



Elias Giron-Garrido 5 Years



Patrick Zamora 5 Years



Jose Ramirez 5 Years

## **Community Appreciation**



## **Acknowledgement**

We would like to thank the following employees that help produce the annual report

#### **Graphic Design and Layout**

Detective Richard Lee

#### **Photography**

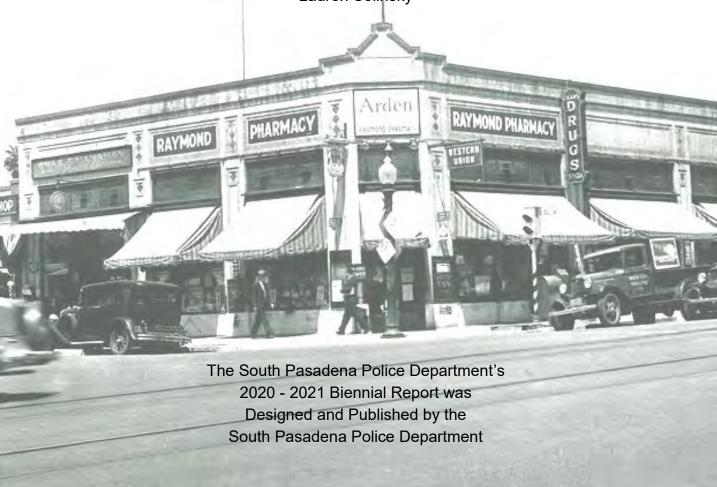
**Detective Richard Lee** 

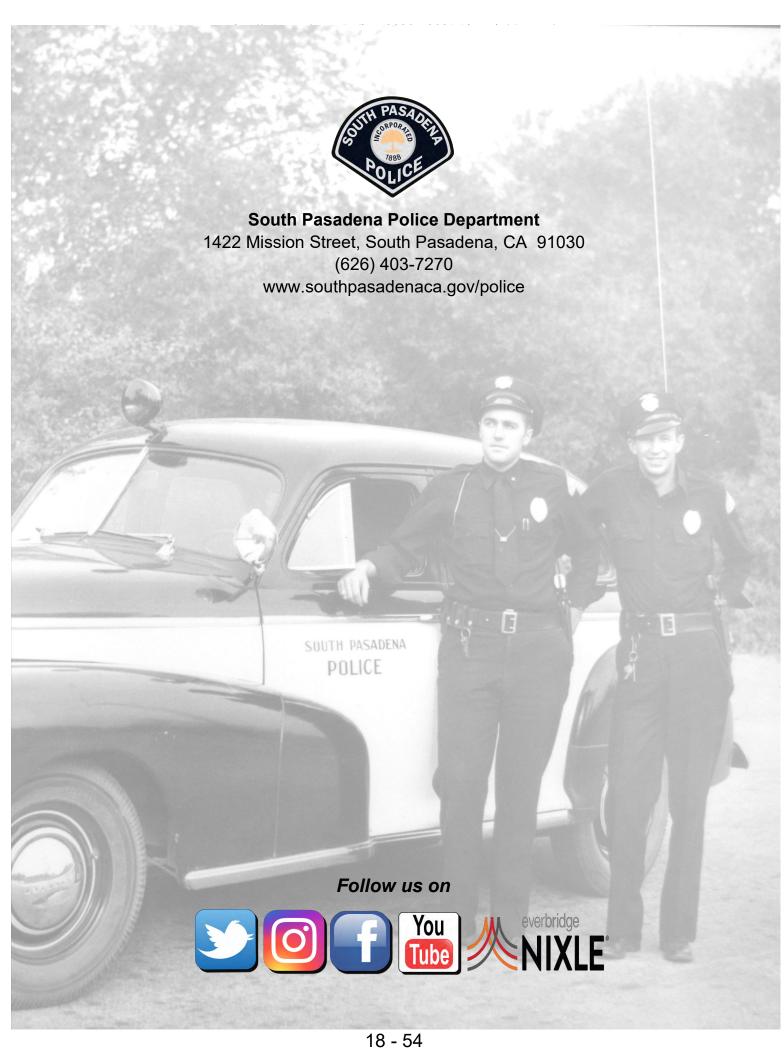
#### **Contributing Writers**

Lieutenant Shannon Robledo
Corporal Mike Sanchez
Police Assistant Sharae Sandoval
Records Clerk Joe Ramirez
Parking Control Officer Patricia Diaz
Cadet Gary Sze

#### **Editorial Staff**

Officer Daren Wong Lauren Solinsky





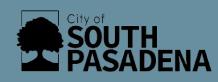
## **Attachment 2**

SPPD Powerpoint



South Pasadena Police Department

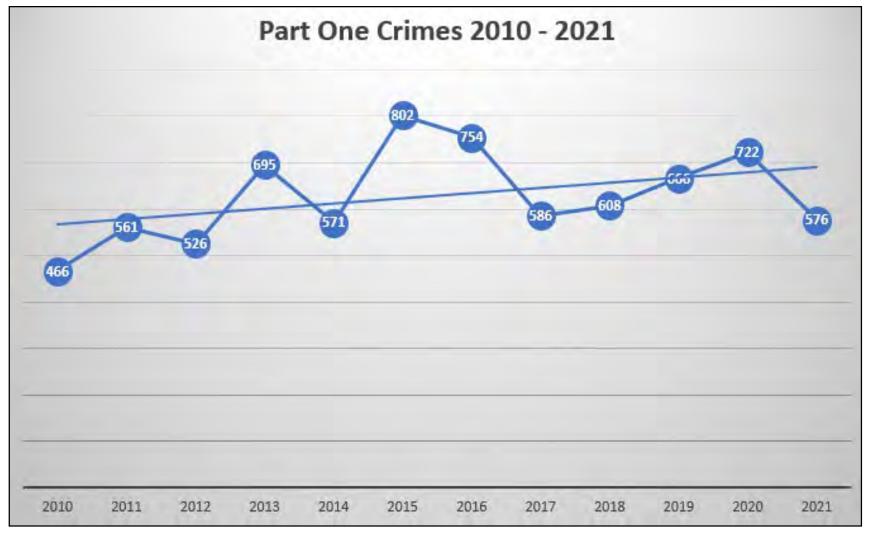
2020 – 2021 BIENNIAL REPORT





PART ONE CRIMES			
Crime	2020	2021	2020-2021 % Change
Homicide	1	0	-100%
Rape	4	2	-50%
Robbery	17	10	-41%
Assault	66	63	-5%
Burglary - Residential	44	42	-4.5%
Burglary - Commercial	65	43	-33.8%
Larceny-Theft	429	349	-19%
Stolen Vehicles	92	65	-29%
Arson	4	2	-50%
Total	722	576	-20.2%







CRIME CLEARA	NCE	
2020	2021	2020-2021 % Change
17%	10%	-41%

ARRESTS			
Arrests	2020	2021	2020-2021 % Change
Adult	509	397	-22%



TRAFFIC ACCIDENTS				
Traffic Collisions	2020	2021	2020-2021 % Change	
Injury	67	91	36%	
Injury hit and run	2	2	0%	
Non-Injury	217	228	5%	
Non-Injury hit and run	65	63	-3%	
Fatal	1	0	-100%	
Total	352	384	9%	

CITATIONS			
Citations	2020	2021	2020-2021 % Change
Citations (moving)	1,692	2,556	51%
Parking	4,390	4,687	7%
Others	397	430	8%
Total	6,479	7,673	18%

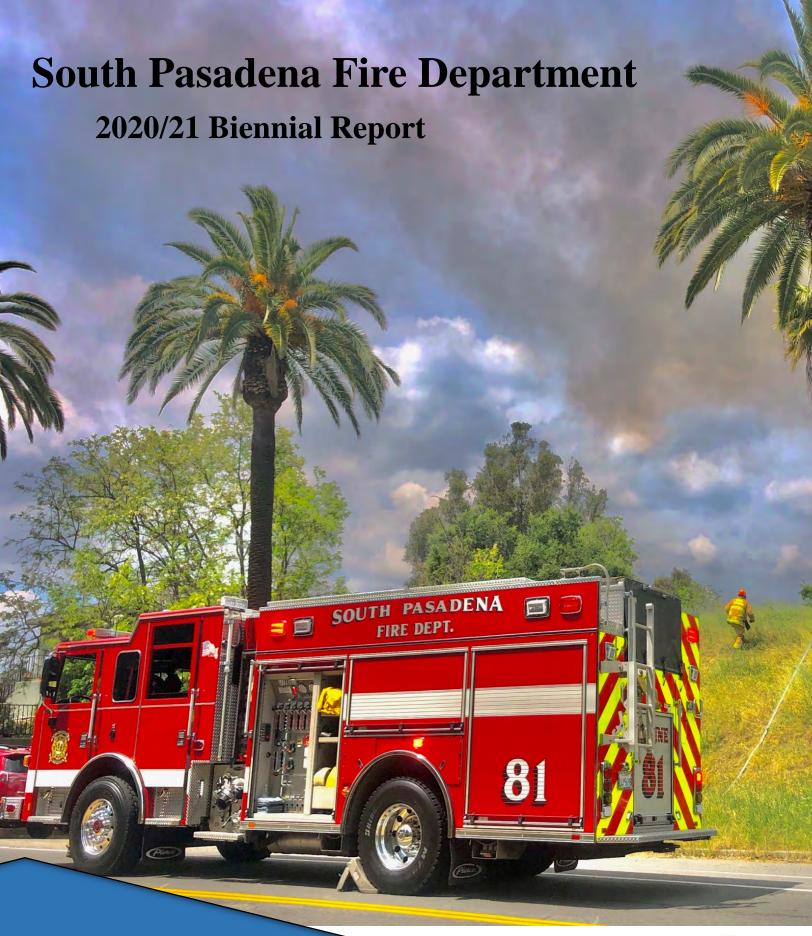


TOTAL CALLS FOR SERVICE			
Total Calls for Service	2020	2021	2020-2021 % Change
Calls for Service Dispatched	26,858	27,339	2%
Total Calls for Service	55,017	54,312	-1%

TOTAL 9-1-1 CALLS			
Total 9-1-1 Calls	2020	2021	2020-2021 % Change
9-1-1 Calls	6,168	5,909	-4%

### **Attachment 3**

2020-2021 South Pasadena Fire Department Biennial Reports



Paul Riddle, Fire Chief

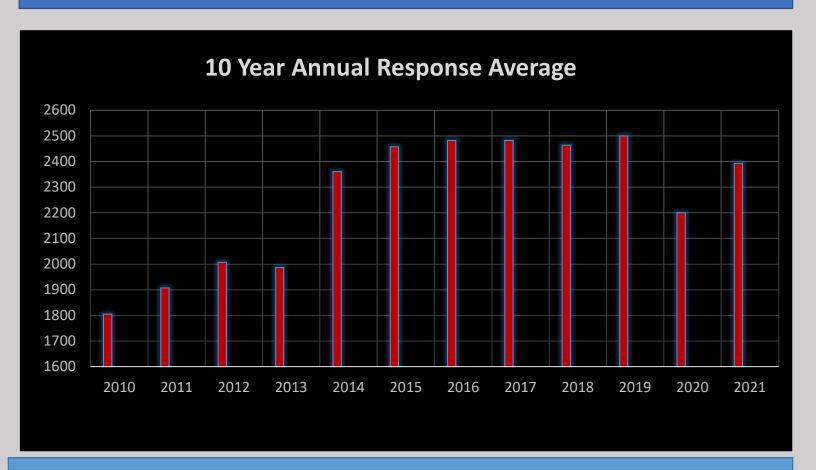


### **Total Responses**



### Call Volume Increases

Calls for service have steadily increased over the past 10 years. In fact, there has been a 30% increase in the total number of emergency responses annually since 2011.



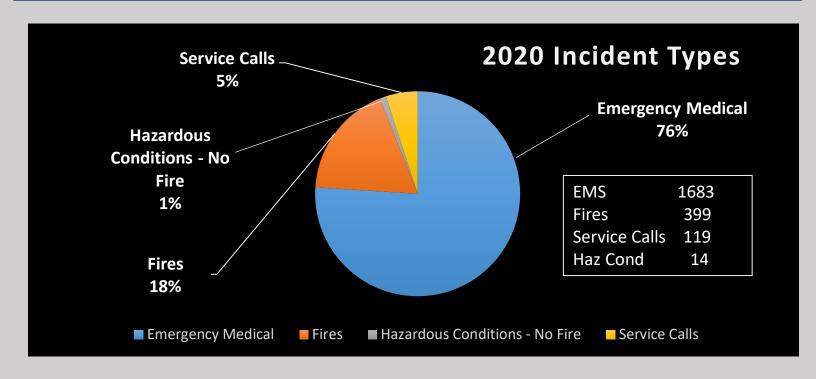
Total Responses for 2020 2,201

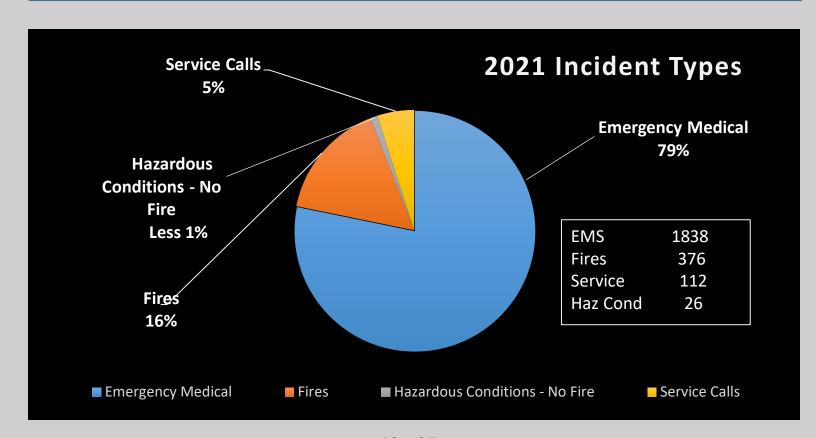
Total Responses for 2021 2,326 During the most active phase of the pandemic the average number of incidents actually decreased. As we enter into the recovery phase incident volume is back at normal levels and projected to increase over the next several years.

### **Incident Types**



Calls for service are generally separated into 4 main categories: Emergency Medical, Fires, Hazardous Condition (No Fire), and Service Calls. During 2020 and 2021, the percentage of responses to each incident type remained consistent.





## **Response Standards**



- Nation Fire Protection Agency 1710 (NFPA 1710)
  - ~ Total Response Time = "Turn Out Time" and "Travel" Time.
  - ~ NFPA 1710 identifies that 90% of the time, career fire departments should achieve an average total response time of 5:00 or less for medical responses and 5:20 for fire responses.

### **Average Response Times for 2020**

**EMS Responses: 4 Minutes and 38 Seconds** 

Fire Responses: 5 Minutes and 44 Seconds

## **Average Response Times for 2021**

**EMS Responses: 4 Minutes and 32 Seconds** 

Fire Responses: 4 Minutes and 51 Seconds

### **Fire Suppression**





- In 2020, the SPFD responded to 399 fire incidents, with 309 of those occurring within the City.
- In 2021, SPFD responded to 376 fire incidents and 271 of those incidents occurred within the City.

### **Most Common Type of Fires**

- Fire Alarm General
- Smoke in a Structure
- Carbon Monoxide Alarm
- Electrical Pole Fire
- Fire Now Out
- Vegetation Fire

### **Most Common Causes of Fires**

- Cooking
- Heating
- Flectrical
- Lighting
- Intention
- Smoking
- 2020/21 11 Major Brush Fire Responses.
- Over 2,000 miles traveled.
- Hundreds of hours on the fire line.
- City receives 100% reimbursement for deployments.



### **Emergency Medical Services**

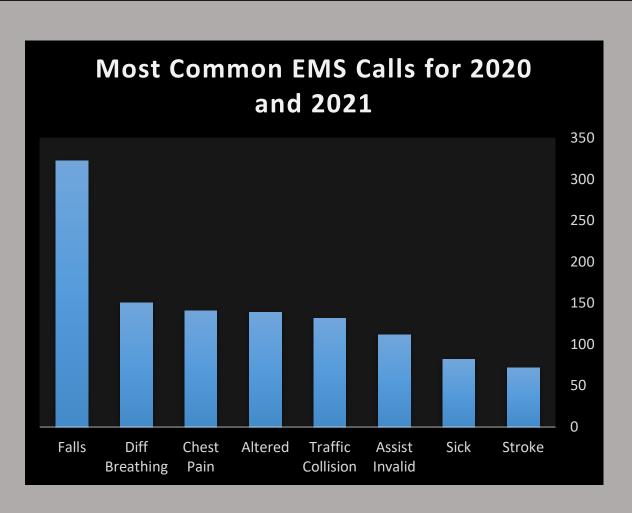


- All South Pasadena Firefighters are certified Paramedics.
- SPFD provides both Basic Life Support (BLS) as well as Advanced Life Support (ALS).
- SPFD personnel receive monthly continuing education training from a certified pre-hospital nurse educator from UCLA.
- On average, EMS calls for service make up approximately 77% of the total responses.
- Of all the EMS calls in both 2020 and 2021, 68% of them were transported to areas hospitals as ALS and 15% were transported as BLS.









## Fire Prevention / Arson Investigation



 On an annual basis, South Pasadena Firefighters conduct approximately 1,606 inspections.



- Verdugo Fire Investigation Taskforce
   SPFD 20 years of participation.
- Part of "Unified Response" Agreement.
- 2021 department received accelerant detection canine from State Farm.
   "Delta"
  - Delta is the only arson canine operating in the Taskforce.
  - Over 20 fires investigated in 2021.



### **Training**



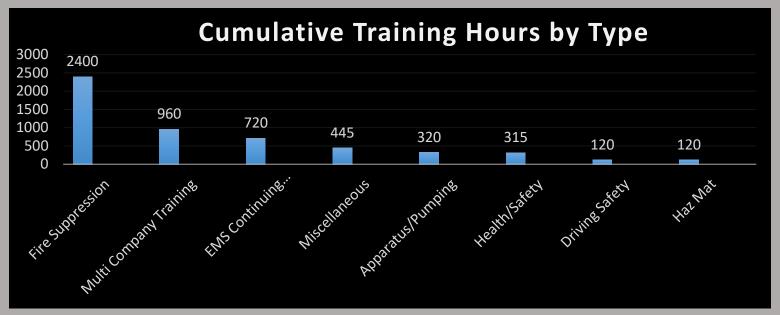
- South Pasadena Firefighters commit to a minimum of two hours a day of training.
- Training schedule is established in accordance with the National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA) and Insurance Service Office (ISO).
- South Pasadena Firefighters completed an average cumulative total of 5400 hours of training annually, including fire suppression, EMS continuing education, hazardous materials, rescue, vehicle extrication and driver's training.



# Total Training Hours

2 year cumulative total

10,800



## **Accomplishments and Goals**



## Accomplishments

- \* Maintained Response Times Below National Standards
- \* Awarded an Accelerant Detection Canine "Delta"
- \* Response to 11 Major Brush Fires Throughout the State
- \* Recognized by LA County Department of Health Services with the Gold Standard Award ~ High Level of EMS Care for Patients with Life Threatening Cardiac Emergency
- Clean EMS Audit from LA County Department of Health Services
- \* Award of Measure B Grant Funds for Cardiac Monitor an Automatic CPR Device

### Goals

- \* Update City Emergency Operations Plan
- Update City Local Hazard Mitigation Plan
- Complete an After Action Review in Response to Pandemic
- Host 2 CERT Classes
- \* Attract and Retain Quality Employees ~ Support Department
  Succession Plan

